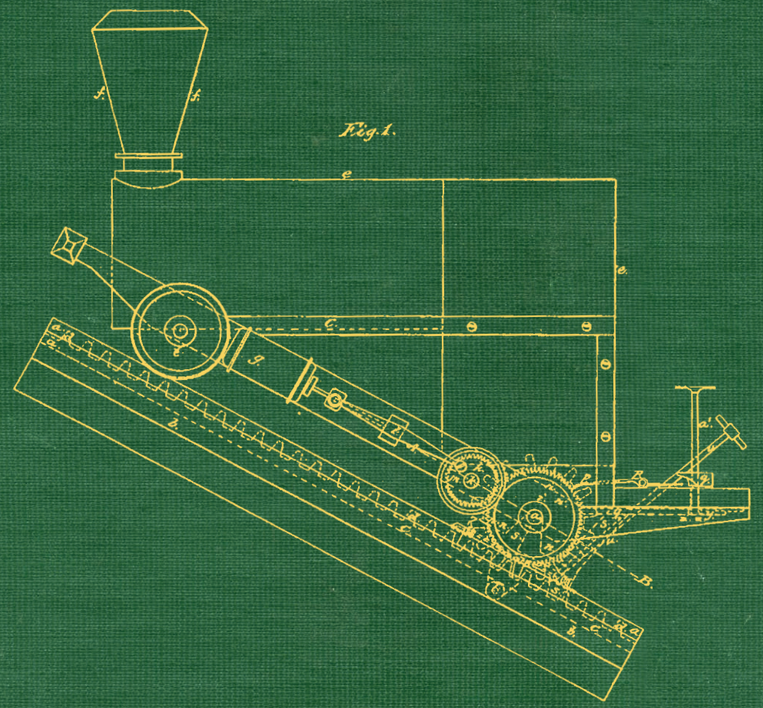


Sylvester Marsh's 1861 patent drawing above for a mountain-climbing locomotive marks the visual start of the paper trail of the Mount Washington Cog Railway. A paper trail now more than halfway into its second century.

The 1861 drawing and a model went to Washington three years after New Hampshire granted a charter to "crazy man" Marsh to build a railroad up New England's highest peak. As the railroad developed additional drawings, maps & legal documents would be created.

Transcripts of those foundational documents, maps of the unique tourist railroad as well as later reports, leases, inspections and court cases are found in this fifth volume of the *Jitney Years* oral history project.

This chronological collection will give the reader greater detail into the events discussed elsewhere in the collection. Unlike the *Volumes 3 Aggregated Timeline*, these are the official documents of the Cog Railway, not the first draft of history found in newspapers.

A warning: Jitney Jr transcribed the documents, thus anyone contemplating legal action is directed to consult the original paperwork to base their case on.

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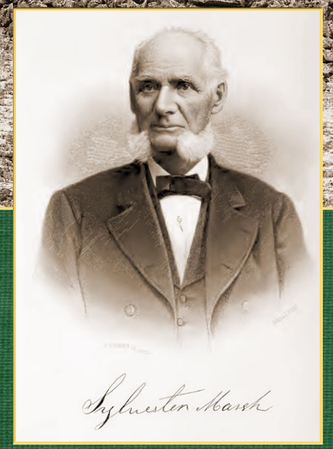
SUNSET EDITION

# Documents & Maps of the Mt. Washington Cog Railway

## Part of the Jitney Years Oral History Project






5

# *Foundational Documents & Maps of the* Mt. Washington Cog Railway

1858-2025

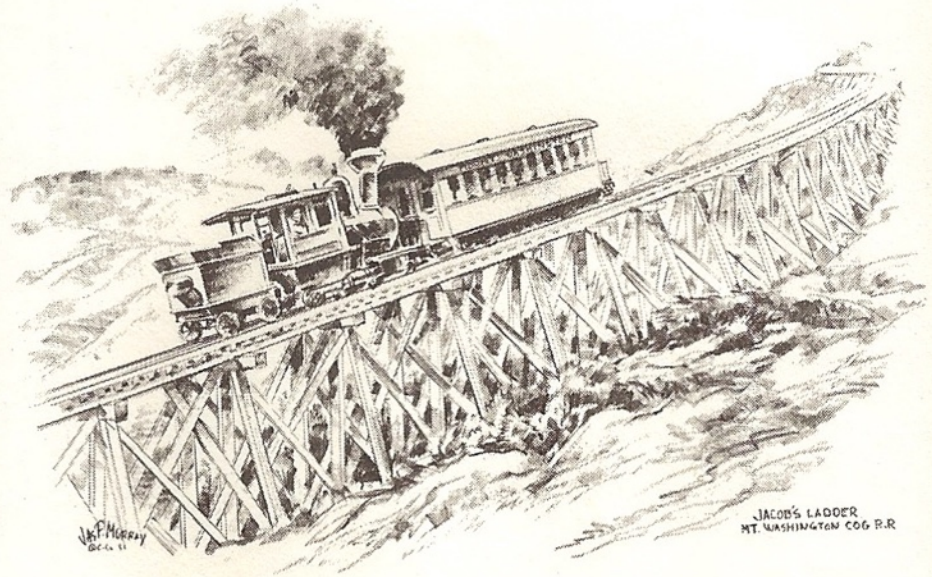
PART OF THE JITNEY YEARS PROJECT

## *Volume 5*

*Transcripts of the Foundational Documents of The World's First Mountain-climbing Railroad*

Edited by Tim "Jitney Jr." Lewis

# Ex Libris

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The Jitney Years Project is for the enjoyment of those who participated, or are interested in steam train operations on Mount Washington in New Hampshire in the mid-20th Century.  It is a collective scrapbook and gathering of memories from those times (1950-1967).  Best efforts have been made to ensure accuracy in those memories. Discrepancies do exist among the various recollections of the events and activities that occurred.

Cover photo:
Rear Cover:

*"The Mount Washington Cog Railway in New Hampshire is no prissy, polite, laundered, Disneyland-style operation. A gutsy, sooty, elemental experience, it was conceived in the 1850's, a less fastidious age than our own. P. T. Barnum once called the Cog Railway* 'the second greatest show on earth,' and so it remains."*

*- Karl Zimmerman*

*New York Times - July 5, 1981*

*Q. (by Mr. Streeter) "What would be the effect on the Mount Washington Railway Company of one, just one, accident?"*

*A. "I should think it would be ruination of the company."*

*- John Horne*

*Master Mechanic - Mount Washington Railway*

*February 18, 1891 - Concord, New Hampshire*

** P. T. Barnum actually called Mt. Washington "the second greatest show on earth." However, his quote was manipulated over the years for promotional purposes.*

## A Note About Style

The *Jitney Years Collection* is a crowd-sourced manuscript and thus follows no standard academic stylistic formula. *Volume 1 Ops Manual* is primarily the work of two authors. Norman "Jitney" Lewis is the main voice of Chapters 1-8, and 11 & 12. Jitney Jr. is the main voice of Chapters 9-10 *(updating his Cog Clatter work)*, and 13-19. Additional information about some of the Coggers profiled in the *Clatter* may be found elsewhere in the manuscript - particularly *Volumes 3 Roster*.

Throughout attribution of other voices/sources has been placed as close to the material quoted/used as possible according to broadcast style when writing for the ear. There are no endnotes - readers hopefully should find sourcing without a search as they are reading.

## Methodology

This volume of Mount Washington Railway documents came about when the number of those charters, patents, pleadings, court cases, inspections and other paperwork associated with the railroad became too large to be part of one of the existing volumes. Maps outlining the geographical development of the railroad were also collected. Jitney Jr transcribed the documents, thus anyone contemplating legal action is directed to consult the original paperwork to base their case on.

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CHAPTER 1

# Cog Documents

The State of New Hampshire is a key part of the Mount Washington Railway story starting with its creation and later, in overseeing operations of the line, as the State has had a keen interest in the success of this "anchor" tourist attraction to boost the economic development of the Granite State's North Country. Over the years that has placed state legislators & regulators in an interesting position of having to find a balance between public safety and the railroad's business success. This is a transcribed collection of documents & regulatory reports found in state archives and private holdings that demonstrate how New Hampshire sought that proper balance over the years. The record starts with Sylvester Marsh obtaining a charter for a "railway to the moon" and the extensions & amendments that allowed the road to be built by the Mount Washington Railway Company. *(Reminder: These are transcriptions subject to the foibles of stubby fingers and aging eyes. Those contemplating litigation should consult the original documents.)*

## ≺1858≻

### Original Charter
### June 25, 1858

### State of New Hampshire

In the year of our Lord one thousand eight hundred and fifty-eight.

An Act to facilitate the construction of carriage railways to the summits of Mount Washington and Mount Lafayette.

Be it enacted by the Senate and House of Representatives in General Court concerned:

**Section 1.** That Sylvester Marsh and his associates, successors and assigned are hereby authorized and empowered to locate and construct the Railway of which said Marsh is the inventor and proprietor, being a three railed Railway in which the propelling power is obtained by means of a center cogged rack, to the Summit of Mount Washington and the summit of Mount Lafayette in this state. The said Railway to start from such point in the vicinity of said Mountains and may be deemed favorable; provided however that said Railway shall not be located or constructed over the present roadway of the Mount Washington Road Company or upon the easterly or northeasterly side of Mount Washington without the consent of said Company.

And it is further provided that the omission by said Mount Washington Road Company to complete or fit for use that part of the Road contemplated in their act of incorporation on that side of Mount Washington upon which a railway is by this act authorized to be constructed without the consent of said company, shall not operate to suspend the right of said Company to take tolls on the other part of said road, but their right in respect to such their part shall in all respects remain as if no such omission had taken place.

**Section 2.** The said Sylvester Marsh, his associates, successors and assigned shall have the exclusive right for the term of twenty years from the passage of this act to maintain the aforesaid three-railed Railway to the Summits of Mount Washington Mount Lafayette as aforesaid and to take tolls thereon; provided, however, that in case such Railway be not constructed and put in operation within five years from the passage of this act, the authority herein granted shall cease and determine, and provided further that in case the rates of toll that may be established over said Railways shall be unreasonable, the same may be altered and established as the Legislature shall from time to time prescribe.

**Section 3.** In case said Sylvester Marsh, his associates, successors or assigned, shall not be able to agree with the owners of any land over which said Railway may pass, upon the account of damages to be paid therefor, then the said Sylvester Marsh, Lester W. Clark, George Hutchins, William W. Russell and Dennison R. Burnham their successors, associates and assigns shall be and hereby are made a body corporate and ??? by the name of the Mount Washington Railway Company, which corporation shall enjoy all the privileges and powers and be subject to all the liabilities, restrictions and limitation by law imposed upon corporations of a similar nature, and said corporation may as the case aforesaid apply by petition to the Courts, Common Pleas for the County in which such land may be situate, and said Court after due notice to the parties shall refer the said petition to the County Commissioners for said County who shall upon due notice assess said damages and report the same to said Court and judgement upon said report shall be final and conclusive between the parties and said corporation shall have the right of way over said land; - said corporation shall not however enter on any land to construct said Railway until the damages assessed to the owners thereof shall have been paid or tendered except in the cases mentioned in the second section of the fifty-second chapter of the Revised Statues, and no person shall be entitled to an action for such damages until after such entry has been made on his land.

**Section 4.** Said Sylvester Marsh may call the first meeting of said corporation by giving personal notice in writing to the other grantees ten days prior to said meeting at which meeting a Board of Directors may be chosen who shall have power to make by-laws and regulations not inconsistent with the laws of this State, appoint such other officers and transact such other business as the interest of the company may in their opinion require.

**Section 5.** No stockholder, except the officers of said corporation, shall be personally liable for any of the debts of said corporation after said stockholder shall have paid in the amount of the par value of ace stock subscribed by him therein.

**Section 6.** The Legislature may at any time alter, amend or repeal this act, whenever they deem it necessary.

**Section 7.** This act shall take effect upon its passage.



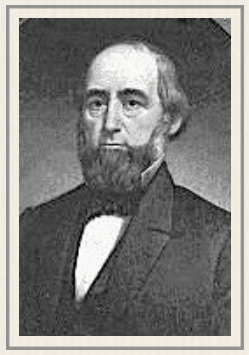
*Napoleon B. Bryant*
Speaker, House of Representatives *(right)*

*Austin F. Pike*
President of the Senate *(left)*

Approved, June 25th 1858

*William Haile* - Governor *(far right)*





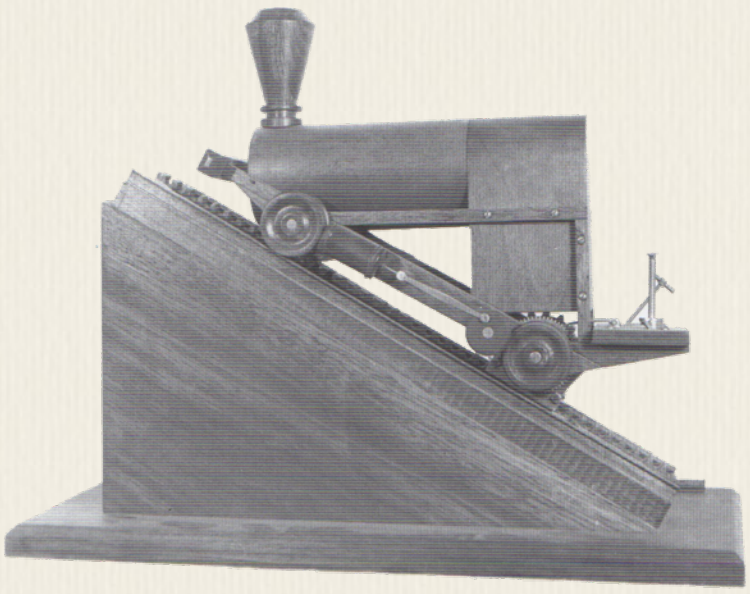
*Pgs. 211-214*

## ≺1861≻

### Sylvester Marsh Patent
### September 10, 1861

***Patent No. 33,255*** - "Sylvester Marsh, of West Roxbury, Mass. - ***Improvement in Locomotive Engines for Ascending Inclined Plane***s. - On the driving shaft is a pinion that engages with a large gear wheel attached to the axle of the rear running wheels. A gear on the same axle works into geared backs on a central rail. The driving shaft is actuated by a connecting rod attached to an eccentric. The gear on the axle is prevented from being lifted out of the geared rack of the central rail by means of friction wheels attached to two spring plates which clasp the central rail."

*- Annual Report of Commissioner of Patents 1863 - pg. 495*

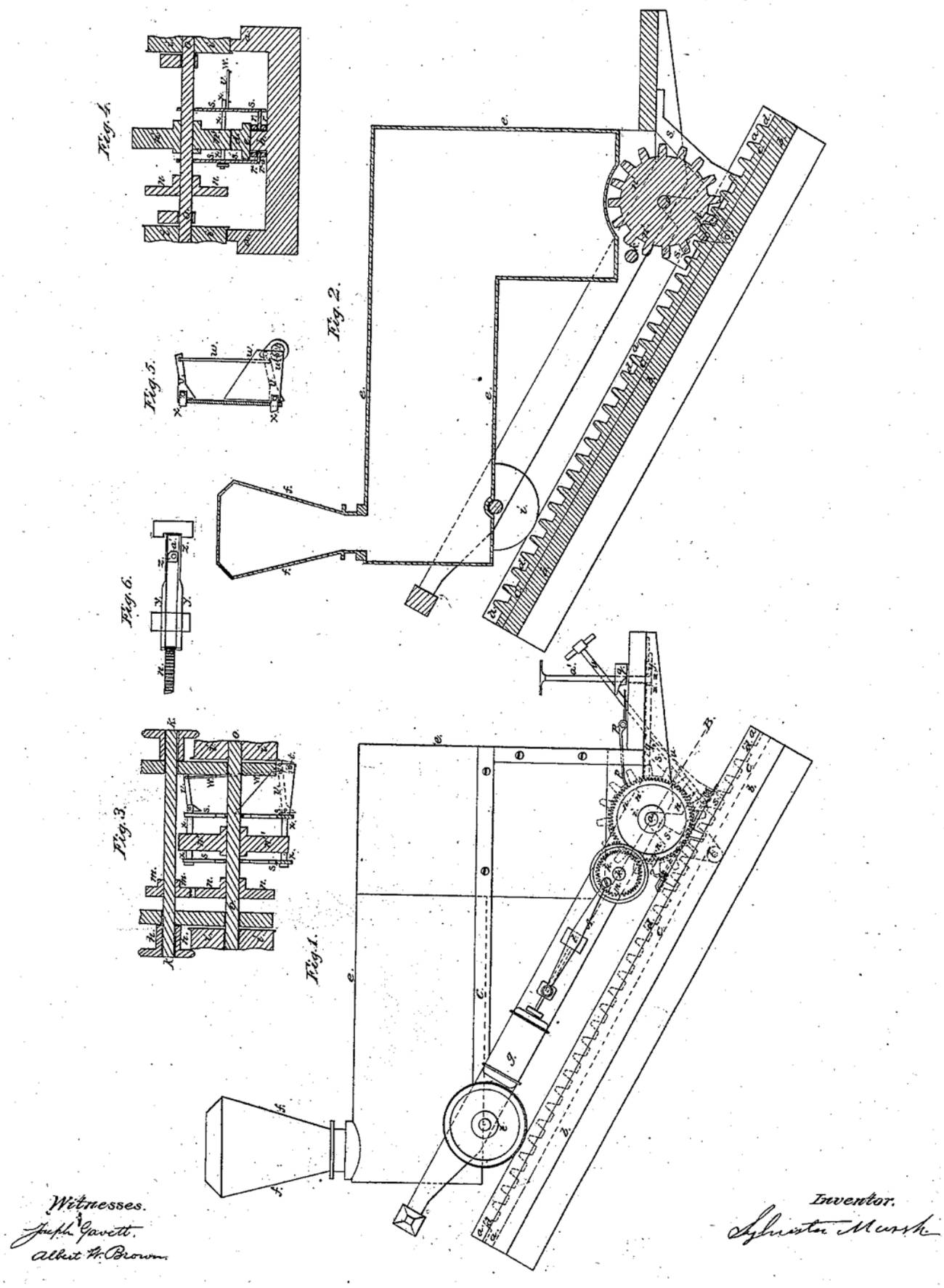


*Marsh's U.S. patent drawing and model. (Model in the collection of the National Museum of American History, Smithsonian Institution.)*

# S. Marsh,

## Inclined Railroad

No. 33,255. Patented Sep. 10, 1861.




Witnesses.
Joseph Gavett.
Albert H. Brown.

Inventor.
Sylvester Marsh

N. PETERS, PHOTO-LITHOGRAPHER, WASHINGTON, D. C.

## ≺1863≻

### Charter Amendment One
### June 26, 1863

**State of New Hampshire**

In the year of our Lord one thousand eight hundred and sixty-three,

And Act to extend "an act to facilitate the construction of carriage railways to the summits of Mount Washington and Mount Lafayette,"

Be it enacted by the Senate and House of Representatives in General Court convened, as follows:

**Section 1.** The act entitled "an act to facilitate the construction of carriage railways to the summits of Mount Washington and Mount Lafayette," approved June 25, 1858, is hereby revised renewed, extended and continued in force, as fully and completely for intents and purposes, as if the same were re-enacted; and the parties in said act named, their associates, successors and assigns, shall severally and respectively have and enjoy all the authority, power, rights, privileges and immunities granted to them by said act, as fully and completely as if the said act, and all its provisions were re-enacted at the date hereof, provided however, that if the railway contemplated in said, or one of them, shall not be constructed and put into operation within five years from the passage of this act, then this act shall be null and void.

Section 2. This act shall take effect from and after its passage.



*William E. Chandler*
Speaker of the House *(left)*

*Onslow Stearns*
President of the Senate *(right)*

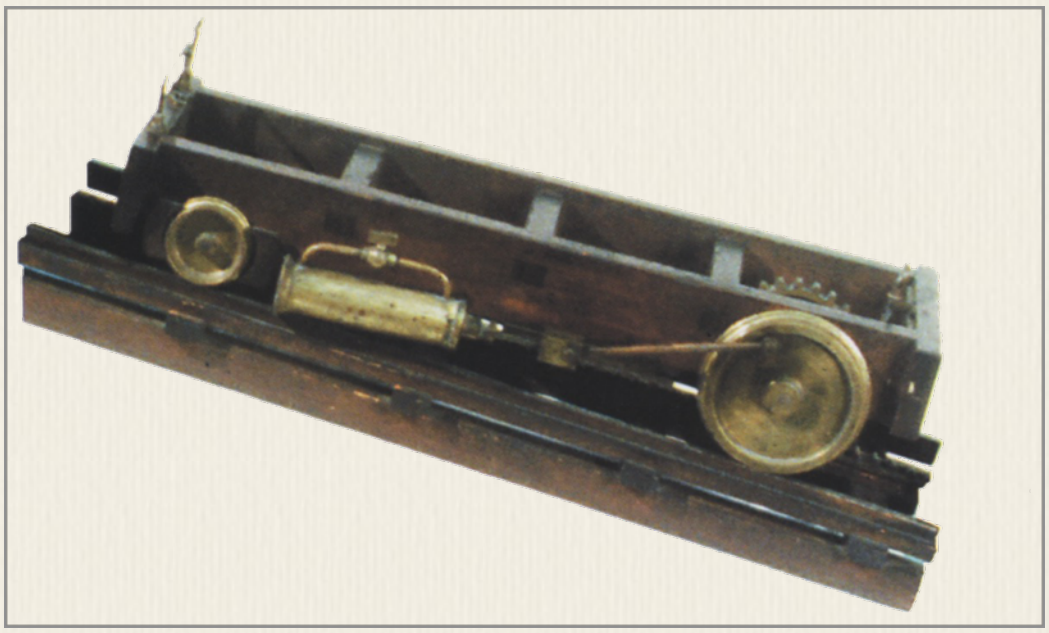
Approved June 26, 1863

*J. A. Gilmore* - Governor *(far right)*





*Pgs. 183-1844*



## ≺1864≻

### Sylvester Marsh Patent
### November 8, 1864

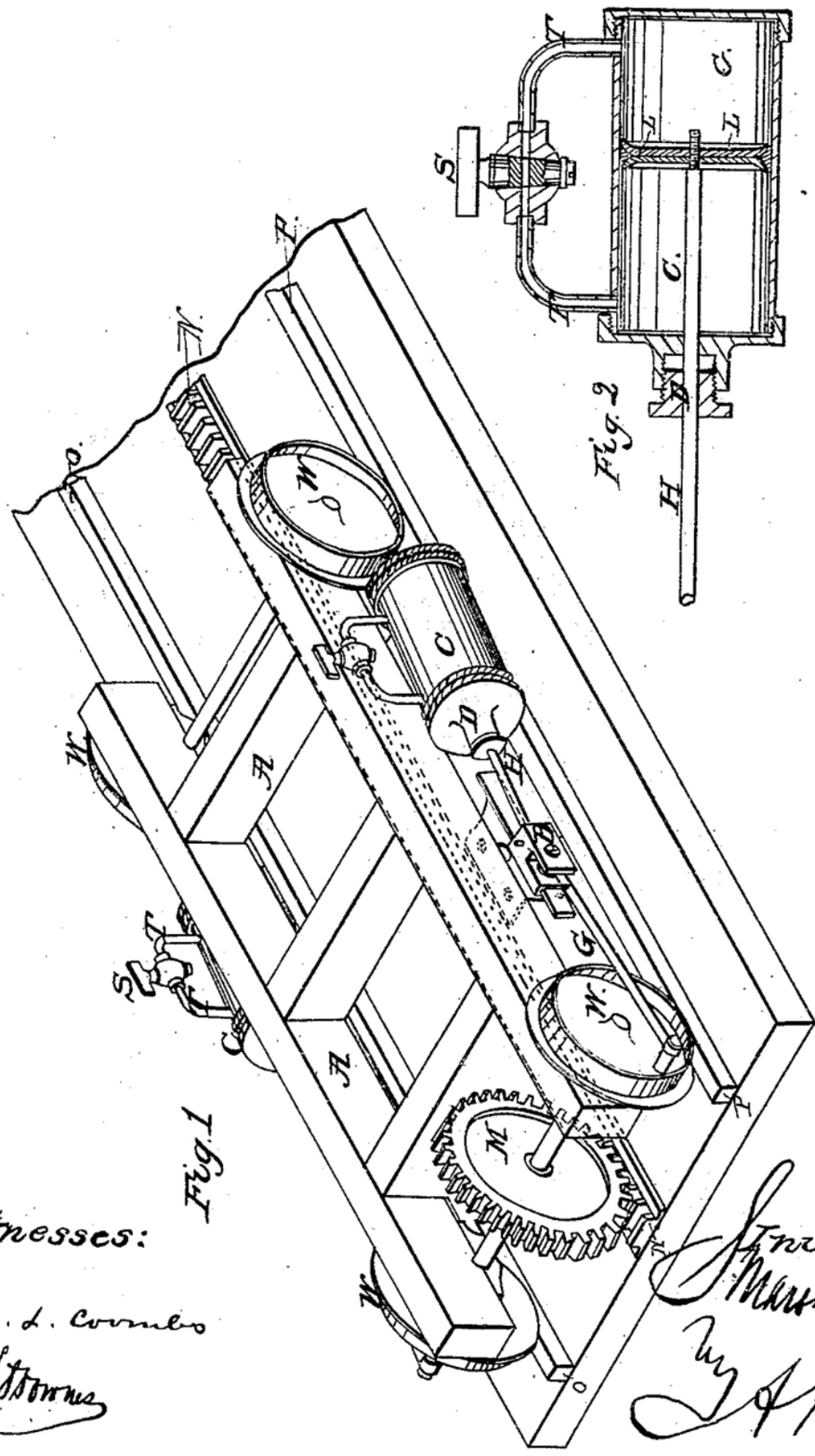
***Patent No. 44,965*** - "Sylvester Marsh, Chicago, Ill. - ***Apparatus for Descending Gradients.*** - The invention consists in coupling one or more wheels of a railway carriage or other wheeled vehicle, with a movable piston or cylinder filled with air or other elastic fluid, in combination with valves or other equivalent means for regulating the egress from and ingress to, or displacement in said cylinder, of its contents."

*- Annual Report of Commissioner of Patents 1866 - pg. 889*

# S. MARSH.

## APPARATUS FOR DESCENDING GRADIENTS.

No. 44,965. Patented Nov. 8, 1864.




Witnesses:

Wm. L. Coombs

L. Stevens

Inventor:

S. Marsh

by A. Roach

his atty

## ≺1864 - 1865≻

### Sylvester Marsh Purchases Land for Mt. Washington Railway Project

Sylvester Marsh begins to purchase land on the west side of Mount Washington where he will locate his proposed mountain-climbing railroad, and will use the timber on those acres to build the road and fuel the engines. The documentation of those transactions are spotty due to fire. According to the *History of Lancaster, N.H.* by A.N. Somers *(1899)* p. 513, two fires have occurred in buildings where the Registry of Deeds records were housed. "The first being the court records kept in the office of the clerk, James M. Rix, in the wooden building where P. J. Noyes's manufactory is on Main street, burned during Mr. Rix's absence." The second fire was in the third courthouse, a two-story brick building built in 1868. "This building was in use until November, 1886, when some repairs were being made upon the vaults which were considered unsafe for the custody of the county's records covering a period of eighty-two years since the organization of the county. In the process of drying the vaults, stoves had been set up and used; and at the same time steam heating apparatus was being adjusted in the building up to midnight on the 4th of November, at which hour the custodians of the building left, feeling that everything was safe; but about two o'clock in the morning following the building was discovered to be on fire. All possible efforts were made to save it, but in vain. Both the building and contents were entirely lost! But few of the records were saved and they in a mutilated condition. This was the second conflagration of the county records…" The staff did what they could to recover the partially burned books… recopying the writing on the paper fragments... missing words indicated with "X"es throughout many of the "burned" book deeds. A call was put out for people to bring in their deeds in to be hand copied in an effort to recreate the damaged and/or destroyed books. Those salvaged deeds now reside in the registry as "burned books or BR BK." Here are some excerpts of those deeds where Sylvester Marsh was a "grantee."

### Sylvester Marsh Purchases Land from Isaac Dyer August 17, 1864

*Recorded in the Coös County Registry of Deeds in volume BR 16 at page 317;*

That I, Isaac Dyer of Baldwin in XXX Cumberland and State of Maine in consideration XXX fifteen thousand dollars ($15,000) to me paid by Sylvester XXX of Boston in the County of Suffolk and Commonwealth XXX of Massachusetts the receipt whereof is here by acknowledged XXX due hereby give, grant, bargain, sell, and convey u\unto the said Sylvester Marsh and his heirs and assigns forever, a certain tract of land situated XXX in the county of Coös and State of New Hampshire XXX being the whole of the Captain Rosebrook farm, so-called lately vacated by Ethan A. Crawford, and now occupied XXX Fabyan containing 200 acres more or less…

### Sylvester Marsh Purchases Land fromWilliam Heywood November 15, 1865

*Recorded in the Coös County Registry of Deeds in volume BR 21 at page 137;*

***Know all Men by These Presents,*** that I, William Heywood of Lancaster in the County of Coös in the State of New Hampshire for, and in consideration of the sum of $500 to me in hand before delivery hereof, well and truly paid by Sylvester Marsh of Boston, in the County of Suffolk and Commonwealth of Massachusetts the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by these Present do give, grant, bargain, sell, convey and confirm unto the said Sylvester Marsh, his heirs and assigns forever one undivided half of that tract of land in the county of Coös in the State of New Hampshire containing 10,000 acres which James Willey land commissioner for the State of New Hampshire conveyed to Jeremiah Chandler by deed dated July 9, 1835 reference being had to said deed and the record thereof in the office of the Secretary, of State of New Hampshire for a particular description of the premises…

**Sylvester Marsh Purchases Land**
**from Jacob Benton**
**November 18, 1865**

*Recorded in the Coös County Registry of Deeds in volume BR 21 at page 127;*

***Know all Men by These Presents***, that I, Jacob Benton of LancXXX in the County of Coös in the State of New Hampshire for, and in consideration of the sum of Five XXdred XXllars ($500) to me in hand before delivery hereof, well and truly paid by Sylvester Marsh of Boston, in the County of Suffolk and Commonwealth of Massachusetts the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by these Present do give, grant, bargain, sell, convey and confirm unto the said Sylvester Marsh, his heirs and assigns forever one XXXded half of that tract of land in the county of Coös in the State of New Hampshire containing TXX thouand (10,000) acres which James Willey land commissioner for the State of New Hampshire conveyed to Jeremiah Chandler by deed dated July 9, 1835 reference being had to said deed and the record thereof in the office of the Secretary, of State of New Hampshire for a particular description of the premises…

## ≺1866≻

**Sylvester Marsh Purchases Land**
**from Ezra H. Brabrook**
**February 5, 1866**

*Recorded in the Coös County Registry of Deeds in volume BR 13 at page 4;*

***Know all Men by These Presents***, that I, Ezra H. Brabrook of Boston....

**Sylvester Marsh Purchases Land**
**from Ezra H. Brabrook**
**February 5, 1866**

*Recorded in the Coös County Registry of Deeds in volume BR 21 at page 364;*

***Know all Men by These Presents***, that I, Ezra H. Brabrook of Boston....

**Sylvester Marsh Sells Land**
**to Mt. Washington Railway Corp.**
**May 10, 1866**

*Recorded in the Coös County Registry of Deeds in volume BR 8 at page 117;*

***Know all Men by the Presents:***

That I, Sylvester Marsh, now of Littleton in the County of Grafton, New Hampshire, for and in consideration with other thing of one thousand dollars to me paid therefor by the Mount Washington Railway Company, a corporation duly established by law in the State aforesaid, do hereby give, grant, bargain, sell and convey, so far as any lands now owned by me, and any rights, titles, and interests I now have may be included or affected in any way thereby, to said corporation its successors and assigns forever, a right of way of the width of six rods for the railway of said corporation it has heretofore been or may at any time hereafter be located and established within the limits prescribed in the original act for the incorporation of said company approved June 25th, 1858, also such additional lands necessary or convenient for deports, repair shops and other accommodations for the use and purposes of said Corporation, as may hereafter be selected by it, and also the rights to take and use from any lands all such timber, stone and other materials as may be necessary or convenient for the construction of said railway, depots, repair shops, and other accommodations for said corporation, and at all times hereafter to take and use from said right of way all such timber, stone, and other accommodations, it being understood that in the accommodations aforesaid, are to be included such mills for the preparation lumber and works, and privileges for furnishings sand for the engines, depots, and other uses it may at, any time, desire.

To said corporation, that I will warrant and defend the same to it, its successors, and assigns against the lawful claims or demands of any person by, from, or under me.

And I, C. H. Marsh, wife of the said Sylvester, do hereby relinquish my right of dower in the same.

In Witness Whereof, we have hereunto set out hands and seals this tenth of May, AD 1866.

***Signed, Sealed, and Delivered*** - In the presence of us:

| | |
|---|---|
| Mary E. Marsh | Sylvester Marsh |
| Wm. J. Bellows | Cornelia H. Marsh |

***State of New Hampshire – Grafton SS*** / A true copy - Oct. 4, 1901

**Sylvester Marsh Purchases Land**
**from Montraville P. Horton**
**September 10, 1866**

*Recorded in the Coös County Registry of Deeds in volume BR 5 at page 118;*

***Know all Men by These Presents***, that I, Montraville P. Horton of Carroll, County of Coös....

**Sylvester Marsh Purchases Land**
**from Alexander W. Bond**
**August 1, 1872**

*Recorded in the Coös County Registry of Deeds in volume BR 25 at page 302;*

***Know all Men by These Presents***, that I, Alexander W. Bond of Littleton....

## ⋖1867⋗

**Sylvester Marsh Patent**
**January 15, 1867**

***Patent No. 61,221*** - "Sylvester Marsh, Littleton, N.H. - Cog Rail for Railroads - Parallel bars of angle iron, at suitable intervals, afford bearings for the rollers, which form cogs in the rack, or cog rail, with which the gear of the car truck engages in ascending heavy grades." *(drawing next page)*

*- Annual Report of the Commissioner of Patents 1869 pg. 484*

## ⋖1869⋗

**Charter Amendment Two**
**July 7, 1869**

**State of New Hampshire**

In the year of Our Lord One Thousand Eight Hundred and Sixty Nine.

An Act in relation to the Mount Washington Railway Company.

Be it enacted by the Senate and House of Representatives in General Court convened:

**Section 1.** The time limited in the proviso in the act of June 26, 1863, relative to the construction of a railway to the summit of Mount Washington, for the construction and putting into operation of said railway, is hereby extended to the first day of July 1870; and all the powers rights and privileges, and immunities granted in the original act of June 25, 1858, relating to said railway, are hereby renewed and confirmed to the Mount Washington Railway Company as now organized, and said corporation shall at all time hereafter have and enjoy all the same as to any and all parts of its railway which shall have been constructed fir for operations before said first day of July 1870.

**Section 2.** The provisions in section three of the aforesaid act of June 25, 1858, relative to the laying out of said railway, and the appraisal of damages to owners of land, are hereby repealed; and the provisions of Chapter 146 of the General Statutes, relative to laying out railroads, shall apply to and govern said corporation in all the respects in said chapter mentioned. And the principal place of business of said corporation shall be considered in law, as being in the town of Plymouth.

# S. Marsh.

## Railroad Rail.

No. 61,221. Patented Jan. 15, 1867.

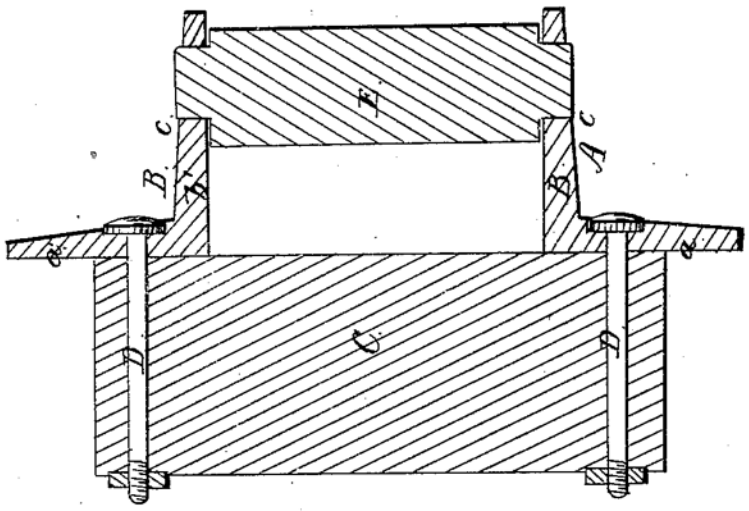



Fig. 2.

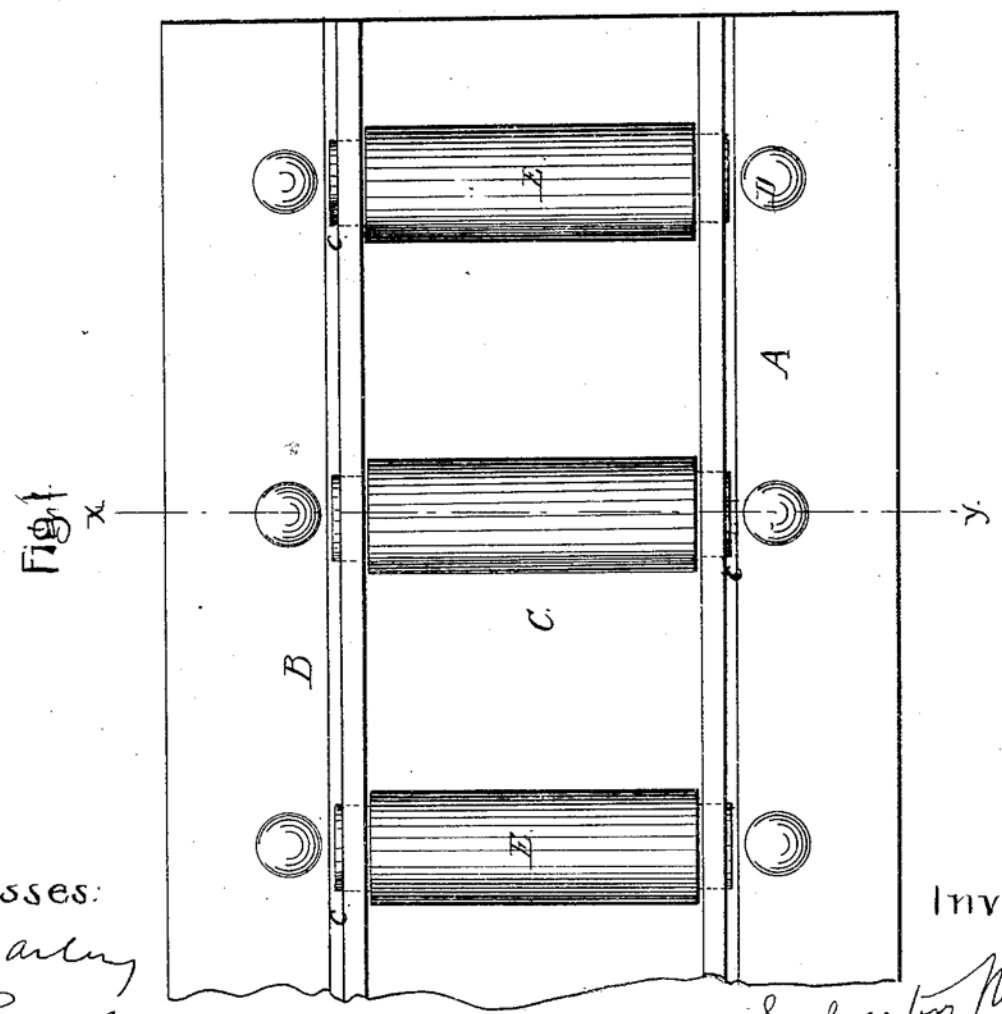



Fig. 1.

Witnesses:
W. Bailey
W. Reynolds

Inventor:
Sylvester Marsh
by Pollock & Co. Attys.

THE GRAPHIC CO. PHOTO-LITH. 39 & 41 PARK PLACE, N.Y.

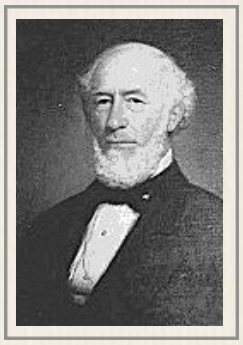
**Section 3.** This act shall take effect upon its passage.



*Samuel M Wheeler*
Speaker of the House of Representatives *(left)*

*Roland Y Mugridge*
President of the Senate
Approved July 7 1869

*Onslow Stearns* - Governor *(right)*



*(Ed. Note: Stearns was a director of the Mt. Washington Railway from 1869-1878)*

*Pgs. 420-421*

**Mount Washington Railway Co.**
**Board of Directors' Meeting**
**July 17, 1869**

WHITE MOUNTAIN House, July 17, 1869

Voted, That Messrs. John E. Lyon, White, and Aiken be a committee with full power for and in behalf of this corporation to lay out its railroad, not exceeding eight rods in width, on such route, within the limits prescribed by its charter, as they may deem most suitable; and to make return of said location to the secretary of state, as provided by law.

CHARLES LANE, Clerk.

**Location of Mount Washington Railway**
**Filed with NH Secretary of State**
**September 25, 1869**

The undersigned, having been duly appointed and authorized for that purpose, for and in behalf of the Mount Washington Railway Company, a corporation duly established in the state of New .Hampshire, have located the route for the road and laid out the road of said company as follows: Commencing at a stake and stones set in the ground about fifty-four feet northwesterly from the northwesterly corner of the stable lately erected by said company near the base of Mount Washington and on the westerly side thereof, and running thence from point to point in succession for the distances in feet and on the lines and courses hereinafter specified, and which are intended to describe a central guiding line of said location and road; and said location and road extend on the right and left sides of said guiding line to the widths in feet therefrom, for the respective distances mentioned, and include the quantities in square feet of land within said widths and distances, hereinafter specified, to wit: *(next page)*

The monuments above specified are at the ends of the respective distances mentioned, and in cases where specified as being to the right or left of line are at right angles or nearly with said line. The owners of the lands included within the above described limits of said location and road are not known to the undersigned, or to said company, and cannot be stated in whole or any part. And return of said location and road as aforesaid is hereby made to the office of the secretary of state of said state of New Hampshire as required by law.

JOHNE. LYON,
WALTER AIKEN,
NATH. WHITE,
Committee of Mt. Washington Railway Co.

And the undersigned hereby approve and ratify the above.

HENRY KEYES,
JOHN E. LYON,
ONSLOW STEARNS,

WALTER AIKEN,
E. A. STRAW,
NATH. WHITE,
Directors of Mt. Washington Railway Co.

September 25, 1869.
Received and filed September 25, 1869.
*N. W. Gove*, Dep. Sec. State.

| Distances in feet. | Lines and curves. | Widths in feet on the right side. | Widths in feet on the left side. | Quantities in square feet of land. | Monuments at or in line to the right or left as mentioned, with ends of distances. |
|---|---|---|---|---|---|
| 305 | Straight N. 69° E.. | 70 | 62 | 40,260 | West side of blacksmith shop. |
| 67 | " " " " | 70 | 62 | 8,844 | End of center cog rail of present track on easterly side of turn-table. |
| 231 | " " " " | 70 | 62 | 30,492 | Iron bolt in rock 1 ft. to left of line. |
| 198 | Curve of 525 ft. radius to right. | 75 | 24 | 19,602 | Iron bolt in rock on line. |
| 2,211 | Straight S. 89½° E. | 75 | 24 | 218,889 | Iron bolt in stone post 10 ft. to right of line. |
| 1,056 | " " " " | 50 | 49 | 104,544 | Iron bolt in rock on line. |
| 1,584 | " " " " | 50 | 49 | 156,816 | Iron bolt in stone post 10 ft. to right of line. |
| 49½ | " " " " | 50 | 49 | 4,900½ | Iron bolt in stone post 8 ft. 8 in. to right of line. |
| 148½ | Curve of 460 ft. radius to right. | 50 | 49 | 14,701½ | |
| 940½ | Straight S. 71° E. | 50 | 49 | 93,109½ | Iron bolt in rock 2 ft. to right of line. |
| 264 | Curve of 1,169 ft. radius to left.. | 50 | 49 | 26,136 | Iron bolt in rock 9 ft. to right of line. |
| 462 | Straight S. 84° E.. | 50 | 49 | 45,738 | |
| 12 | Curve of 945 ft. radius to left... | 50 | 49 | 1,188 | Iron bolt in rock on line. |
| 285 | Same curve..... | 50 | 49 | 28,215 | Iron bolt in rock on line. |
| 478½ | Straight N. 78½° E | 50 | 49 | 47,371½ | Iron bolt in rock 5 ft. 3 in. to right of line. |
| 203 | Curve of 625 ft. radius to right. | 50 | 49 | 20,097 | Iron bolt in rock 22 feet to right of line. |
| 226 | Curve of 625 ft. radius to left... | 50 | 49 | 22,374 | Iron bolt in rock on line. |
| 115½ | Same curve..... | 50 | 49 | 11,434½ | |
| 5 | Straight N. 68° E.. | 50 | 49 | 495 | Iron bolt in rock 1 ft. to left of line. |
| 358 | " " " " | 50 | 49 | 35,442 | Iron bolt in rock on line. |
| 394½ | Curve of 1,110 ft. radius to right. | 50 | 49 | 39,055½ | Iron bolt in rock 5 ft. to left of line. |
| 1,176 | Straight N. 88½° E. | 50 | 49 | 116,424 | Iron bolt in rock on line. |
| 162 | Curve of 818 ft. radius to right. | 50 | 49 | 16,038 | Iron bolt in rock 4 ft. 2 in. to right of line. |
| 330 | Same curve..... | 50 | 49 | 32,670 | Iron bolt in rock 11 ft. 3 in. to right of line. |
| 2,310 | Straight S. 47½° E. | 50 | 49 | 228,690 | Iron bolt in rock on line. |
| 346½ | " " " " | 50 | 49 | 34,303½ | |
| 8 | Curve of 630 ft. radius to right. | 50 | 49 | 792 | Iron bolt in rock 12 ft. to left of line. |
| 508½ | Same curve..... | 50 | 49 | 50,341½ | Bourne monument 7 ft. to right of line. |
| 622 | " " | 50 | 49 | 61,578 | Iron bolt in rock on line. |
| 165 | Straight S. 55° W. | 50 | 49 | 16,335 | |
| 99 | " " " " | 25 | 49 | 7,326 | Iron bolt in rock on line. |

## ≺1870≻

### Sylvester Marsh Patent
### April 12, 1870

***Patent No. 101,895:*** Improvement to apparatus for descending gradients Patent No. 44,965 of Nov 8, 1864. "In the practical operation of this apparatus I *(Sylvester Marsh)* have found that although in the upward travel of the car the valves or faucets are left open, yet it takes some power to move the piston and small gears used in the apparatus. For these, under my former arrangement, must move with the wheels, as it would be dangerous to uncouple them, because they are needed for instant use in case any accident should happen during the ascent. My object in the present invention is to so combine the coupling devices with the piston or pistons, that the latter shall remain at rest during the ascent of the car, and yet be ready for instantaneous operation should any accident occur which might otherwise cause the car to descend. To this end I combine with the car-axle and wheels, and the piston or pistons and their couplings, a ratchet and pawl, clutch, or equivalent device, operating to permit the free rotation of the wheels during the ascent without communicating motion to the piston, and in case of the reverse movement or descent of the car, to at once throw the pistons in communication with the wheels, for the purpose of retarding or of completely arresting their movement, as may be desired."

S. MARSH.

Atmospheric Brake for Railway Cars.

No. 101,895. Patented April 12, 1870.

FIG. 1.

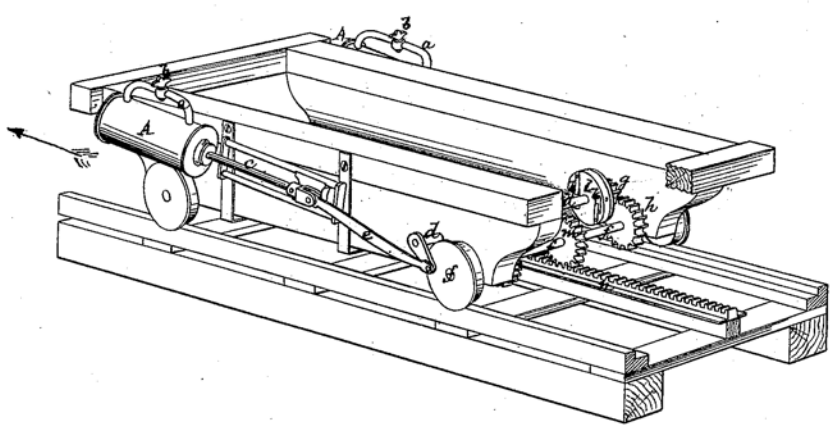
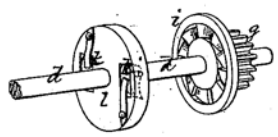


FIG. 2.



WITNESSES.

M. Bailey

Wm. H. McCabe

Sylvester Marsh
by his attorney,
A. Pollok

N. PETERS, Photo-Lithographer, Washington, D. C.

## ≺1879≻

### Walter Aiken
### Quitclaim Deed to
### Mount Washington Hotel Co.
### January 11, 1879

*Recorded in the Coös County Registry of Deeds in volume 33 at page 123;*

***Know all Men by These Presents***, that I Walter Aiken of Franklin in the county of Merrimack and state of New Hampshire for and in consideration of the sum of $1100 to me in hand before the delivery hereof, well, and truly paid by the Mount Washington Hotel Company, a corporation duly established by law, and having its principal place of business in Carroll in the county of co-op and said state of New Hampshire, whereby is acknowledged, have revised, released and forever quit claimed, and buy these presence do remise, release and forever quick claim unto the said Mount Washington Hotel Company it's successor and assigns forever, a certain a certain piece or parcel of land, bounded and described, as follows to wit: beginning at a stake standing on the west bank of the Ammonoosuc River about south of the Fabyan House; thence south 12° East fifteen rods to a spruce standing on the line of Nash and Sawyer's location; thence on the line of the location South 32½° east 200 rods to a balsam standing on the south bank of the river about 40 rods westerly of the northeast corner of the first described tract in Nash and Sawyer location; thence North 68° east eighty rods to a spruce; thence North 20° west thirty rods to a stake and stone by the Turnpike leading from the Fabian house to the base of Mount Washington; thence same course one hundred twenty rods to a birch; thence same course to line of Carroll; thence west on line of Carroll to Ammonoosuc river; thence up the river to the first mentioned bound, meaning to convey all that is embraced within the above described bounds except such portions of the same as originally belong to the Mount Washington Hotel Company and known as the Fabyan House premises and formerly occupied by them and is the same premises deeded to me by Henry Joy and Baldwin by deed dated 26 September 1876 and subject to the conditions and herein after contained in said deed

***To Have And To Told*** the said premises with all the privileges of appearances thereunto belonging to the said Mount Washington Hotel Company, it's successors and assigns forever; and I do hereby covenant, with the said grantee, its successors and assigns that I will warrant and defend the premises to the grantor and its successor and assigns against the lawful claims and demands of any persons claiming by, from or under me.

And I, Mary D Aiken, wife of said Walter Aiken, for the consideration aforesaid, do hereby release my right of dower in said premises.

And we, and each of us hereby release over several rights of homestead in said premises under and by virtue of any law of the State of New Hampshire.

***We Witness Whereof*** we have here and to set our hands and seals the 11th day of January in the year of our Lord, 1879

Signed, sealed and delivered in presence of us

G L Sanborn — Walter Aiken L.S.
P L Hancock — Mary D Aiken L.S.

STATE OF NEW HAMPSHIRE, ~~Coos, ss.~~ Merrimack ss January A. D. 1879
Personally appeared the above named Walter Aiken and Mary D Aiken

acknowledged the foregoing instrument to be their voluntary act and deed—BEFORE ME,
~~Dated the day of 188~~

George L Sanborn JUSTICE OF THE PEACE.

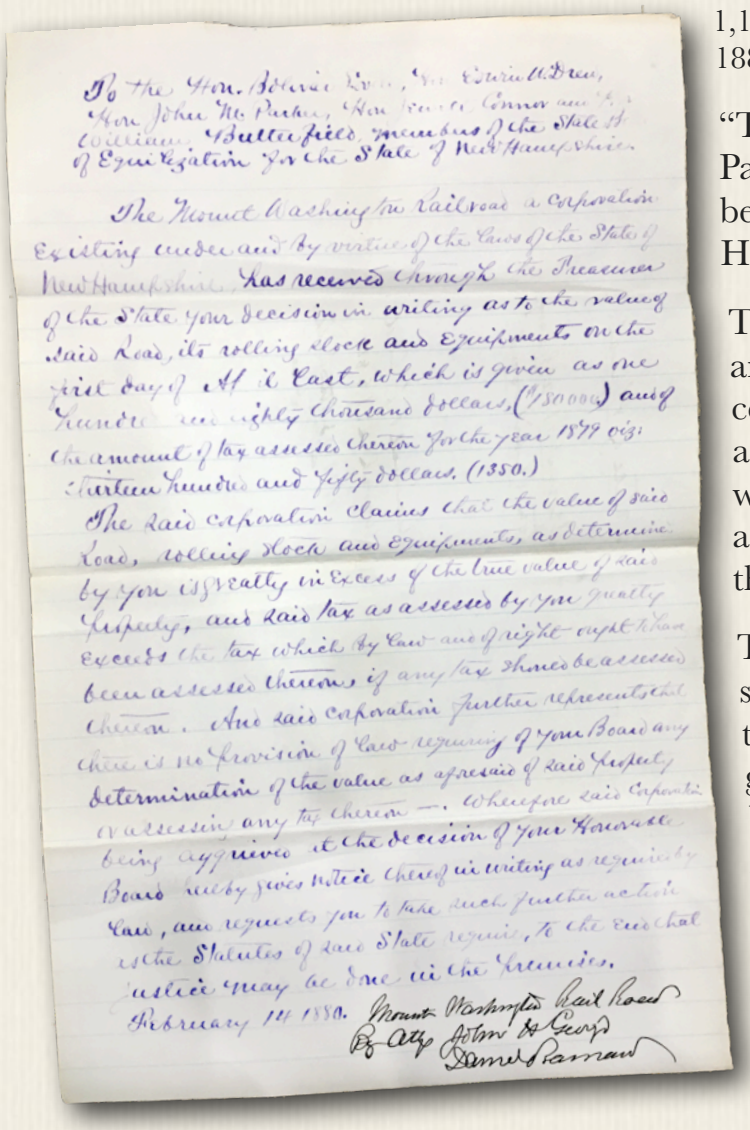
COOS, ss. Received Feby 8 1879 9 H., 4 M.
Recorded and examined, Attest, C. A. Cleaveland REGISTER.

Coos County Records.
Rec'd. Feb 8 1879 9 h. 4 M.
Recorded, Vol. 116 Page 223
Examined Attest,
C. A. Cleaveland Register.

## ≺1880≻

### Mount Washington Railroad
### Property Tax Appeal
### February 14, 1880

The New Hampshire legislature, by an act approved August 17, 1878, created a State Board of Equalization and defined its duties, which were to assess the tax on railroad corporations. The first meeting of the board under the above law was held in Concord on May 1, 1879, the board being then composed of Bolivar Lovell of Alstead, Edwin W. Drew of Stewartstown, Jewett Connor of Exeter, William Butterfield of Concord, and John M. Parker of Goffstown. Mr. Lovell was chairman of the board from May 1, 1879, to August 3,1880; Mr. Parker from August 3, 1880, to May 1,1883. The Mount Washington Railway sent the Board a "Valentine" in 1880. *(left)*


To the Hon. Bolivar Lovell, Hon. Edwin W. Drew,
Hon John M. Parker, Hon Jewett Connor and Hon
William Butterfield, members of the State Board
of Equalization for the State of New Hampshire.

The Mount Washington Railroad a Corporation
Existing under and by virtue of the Laws of the State of
New Hampshire, has received through the Treasurer
of the State your decision in writing as to the value of
said Road, its rolling stock and Equipments on the
first day of April last, which is given as one
hundred and eighty thousand dollars, ($180000) and
the amount of tax assessed thereon for the year 1879 viz:
thirteen hundred and fifty dollars. ($1350.)
The said Corporation claims that the value of said
Road, rolling stock and equipments, as determined
by you is greatly in excess of the true value of said
property, and said tax as assessed by you greatly
exceeds the tax which by law and of right ought to have
been assessed thereon, if any tax should be assessed
thereon. And said Corporation further represents that
there is no provision of Law requiring of your Board any
determination of the value as aforesaid of said property
or assessing any tax thereon. Wherefore said Corporation
being aggrieved at the decision of your Honorable
Board hereby gives notice thereof in writing as required by
Law, and requests you to take such further action as
the Statutes of said State require, to the end that
justice may be done in the premises.
February 14 1880. Mount Washington Rail Road
By Atty John H. George
Daniel Rainand

"To the Hon. Bolivar Lovell, Hon. Edwin W. Drew, Hon. John M. Parker, Hon. Jewett Connor and Hon William Butterfield, members of the State Board of Equalization for the State of New Hampshire

The Mount Washington railroad, a corporation existing under, and by virtue the laws of the state of New Hampshire, has received through the treasurer of the state your decision in writing, as to the value of said Road, its rolling stock and equipment… which is given as one hundred eighty thousand dollars, ($180,000) and of the amount of tax assessed thereon for the year 1879 viz.: thirteen hundred and fifty dollars. ($1350)

The said corporation claims that the value of said Road, rolling stock and equipment, as determined by you is greatly in excess of the true value of said property, and said tax, as assessed by you, greatly exceeds the tax, which, by law and of right ought to have been assessed thereon, if any tax should be assessed thereon. And said corporation further represents that there is no provision of law requiring of your board any determination of the value as aforesaid of said property, or assessing any tax thereon. Wherefore said Corporation being aggrieved at the decision of your Honorable Board hereby gives notice thereof in writing as required by law, and request you to take such further action as the statutes of said state require. To the end that justice may be done…

February 14, 1880 Mount Washington Railroad
By Atty John H. George & Daniel Rainand(?)

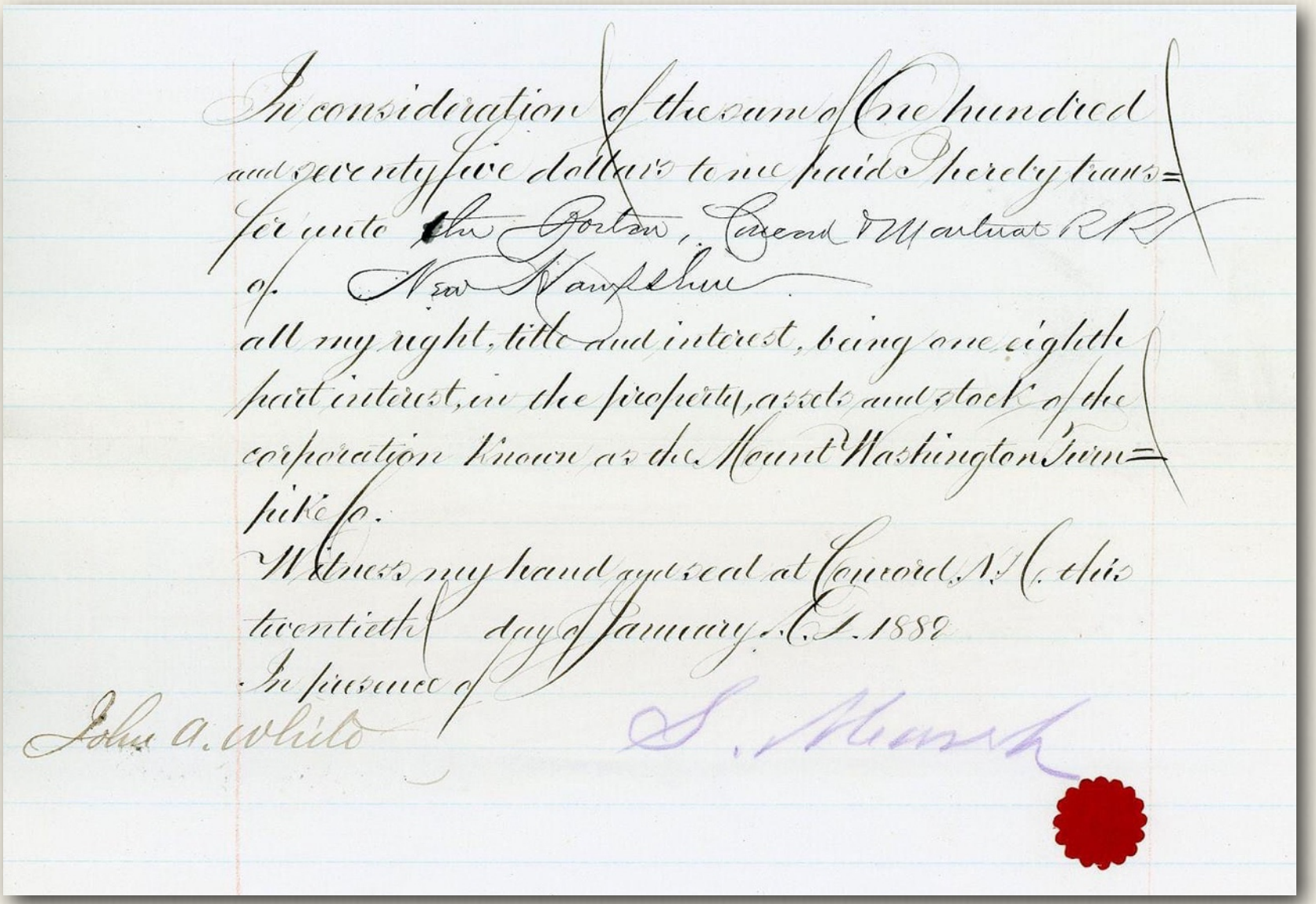
The railroad's tax appeal was apparently successful in reducing its value and taxes to be paid. The Board's valuation and assessment of Railroad Corporations for 1904 listed the Mount Washington Railroad being worth $125,000 with $25,000 of that being taxed in towns, and the remainder being the value for state taxation. the Mount Washington Railway's tax for 1904 was $1,700. That valuation was reduced in 1909 to $75,000 likely due to the fire which swept the Summit. It stayed at that value through 1920.

## ≺1882≻

**Sylvester Marsh**
**to Boston, Concord & Montreal Railroad**
**January 20 1882**

In consideration of the sum of One hundred and seventy five dollars to me paid I hereby transfer unto the Boston, Concord & Montreal RR of New Hampshire all my rights, title and interest, being one eighth part interest in the property, assets, and stock of the corporation known as the Mount Washington Turnpike.

Witness my hand and seal at Concord, N.H., this twentieth day of January A. D. 1882.
In presence of: *John A. White* sig: *S. Marsh*


In consideration of the sum of One hundred and seventy five dollars to me paid I hereby transfer unto the Boston, Concord & Montreal RR of New Hampshire all my right, title and interest, being one eighth part interest, in the property, assets and stock of the corporation known as the Mount Washington Turnpike &c.
Witness my hand and seal at Concord N.H. this twentieth day of January A.D. 1882
In presence of
John A. White
S. Marsh

*- Paul Forbes Collection*

## ≺1883≻

**Sylvester Marsh**
**to James E. Henry**
**February 6, 1883**

*Recorded in the Coös County Registry of Deeds in volume 21 at page 277;*

***Know all Men by These Presents***, that I, Sylvester Marsh of Concord, in the county of Merrimack, in the state of New Hampshire for, and in consideration of the sum of $200 to me in hand before the delivery hereof, well and truly paid by James E. Henry of Haverhill, in Grafton County, in said State of New Hampshire have revised, released and forever QUITCLAIMED, and by these presents do remise, release and forever quick claim unto the said James E. Henry, his heirs and assigns forever, The "old field" or Davis Lot in Nash and Sawyers Location in Coös County in said State of New Hampshire, which was formerly occupied as a part of the Fabyan Farm, so-called, containing one hundred acres more or less -

To have to hold the said named premises with all the privileges of appearances thereunto belonging to him, the said James E. Henry, his heirs and assigns forever; and I do hereby covenant, with the said James E. Henry that I will warrant and defend the premises to him the said James E. Henry and his heirs and assigns against the lawful claims and demands of any person or persons claiming by, from or under me.

And I, C. H. Marsh, wife of said Sylvester Marsh, in consideration aforesaid, do hereby release my right of dower in the above mentioned premises.

***We Witness Whereof***, we have hereunto set our hands and seals the Sixth day of February in the year of our Lord, one thousand eight hundred and eighty three.

Signed, sealed and delivered in presence of us

John M. Mitchell — S. Marsh L.S.

Lucy Edwards. — C. H. Marsh L.S.

STATE OF NEW HAMPSHIRE, ~~Coos, ss.~~ Merrimack ss. ~~A. D. 188~~

Personally appeared the above named Sylvester Marsh and C. H. Marsh

acknowledged the foregoing instrument to be their voluntary act and deed—BEFORE ME,

Dated the Sixth day of February 1883

John M. Mitchell JUSTICE OF THE PEACE.

COOS, ss. Received Feby 14 1887 9 H., A M.

Recorded and examined, Attest, C. A. Cleaveland REGISTER.

Coos County Records.
Rec'd Feby 23 9h m A.M. 1883
Recorded, Vol. 123 Page 137
Examined Attest,
C. A. Cleaveland Register.

## ≺1910 - 1911≻

**Boston, Concord & Montreal Railroad**
**Appointment of Trustee**
**Boston Safe Deposit & Trust Co.**
**October 10 1910**

*Recorded in the Coös County Registry of Deeds in volume 152 at page 161;*

Manchester, N. H. October 10, 1910

Hon. B. A. Kimball, Pres't.,
Concord & Montreal Railroad,
Concord, N. H.

My Dear Sir:-

I beg herewith to resign my position as Trustee under the mortgage of the Boston Concord & Montreal Railroad to which I was elected July 1, 1897 to fill the vacancy occasioned by the decease of the Hon. J. Thomas Voss.

Yours respectfully,
*Walter M. Parker*.



Concord,N.H.October 10,1910.

Resignation accepted,

*Benjamin A. Kimball, (right)*
President, Concord & Montreal Railroad.

***KNOW ALL MEN BY THESE PRESENTS***

That WHEREAS, the Boston, Concord & Montreal Railroad made a certain mortgage dated April 20, 1881, to Frederick Smyth, George B. Chandler and J. Thomas Vose as Trustees to secure an issue of bonds of the aggregate par value of $1,500.000, but of which only bonds of the aggregate par value of $500,000. have ever been issued, and

WHEREAS said Smyth, Chandler and Vose have all deceased, and no successors or successor to them or either of them as Trustees as aforesaid have been appointed, and

WHEREAS said mortgage deed provides as follows:

"5th. In case any vacancies shall happen in the Board of Trustees from any cause, the directors are authorized to fill the same by an appointment in writing to be recorded in the Registry of Deeds where this mortgage is recorded, and the person so appointed and accepted shall have all the powers and be subject to all the duties of the original Trustees."

NOW THEREFORE, by virtue and in execution of the power contained in said mortgage deed, as aforesaid, said Boston, Concord & Montreal Railroad does hereby constitute and appoint the Boston Safe Deposit & Trust Company, a corporation duly established under the laws of the Commonwealth of Massachusetts, to be the Trustee under said mortgage made by said Boston, Concord & Montreal Railroad dated April 20, 1881, to fill the vacancies caused by the deaths of said Frederick Smyth, George B. Chandler and J. Thomas Vose, the original Trustees thereunder, with all the powers of said original Trustees.

IN WITNESS WHEREOF the said Boston, Concord & Montreal Railroad has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Benjamin A. Kimball, its President Protem., this 4th day of November, 1910.

In presence of
Ferdinand A. Stillings
Ray E. Burkett

Boston, Concord & Montreal Railroad,
By *Benjamin A. Kimball*, L. S.
President Protem.

STATE OF NEW HAMPSHIRE, County of Merrimack, es. Concord, February 16, 1911.

Then personally appeared the above named Benjamin A. Kimball, President Protein., and acknowledged the foregoing instrument to be the free act and deed of the Boston, Concord & Montreal Railroad.

BEFORE ME,
*John F. Webster,* (N.P.Seal)
Notary Public.

At a meeting of the Board of Directors of the Boston, Concord & Montreal Railroad duly called and held at Concord, N. H., on Friday, November 4, 1910, the foregoing instrument having been read and considered it was

VOTED; That the President Protem., Benjamin A. Kimball, be and he hereby is authorized to execute, acknowledge and deliver the same to the Boston Safe Deposit & Trust Company.

A true copy from the records.

ATTEST:
L.S. *N. P. Hunt*,
Clerk

BOSTON, CONCORD & MONTREAL RAILROAD
Directors Meeting

A meeting of the Board of Directors of the Boston, Concord & Montreal Railroad duly notified and a quorum being present, was held at the Directors Room in the Passenger Station, Concord, N. H., Thursday afternoon, February 16, 1911, at 1.30 o'clock:

Present, Benjamin A. Kimball, Granville P. Conn, Ferdinand A. Stillings, Nathan R. Hunt, John F. Webster, Sherburne J. Winslow.

Benjamin A. Kimball, President Protem., called the meeting to order, and presented to the Board the matter of the appointment of the Boston Safe Deposit and Trust Company as Trustee under the mortgage for the redemption of the $500,000, 6% Improvement Bonds of the Boston, Concord & Montreal Railroad due and payable January 1, 1911.

Whereas on November 4, 1910, at a meeting of the Board of Directors of this Railroad a deed of trust was authorized and executed in which the aforesaid mortgage was designated as being dated January 1, 1881, and

Whereas, upon investigation, the said mortgage is found to have been dated April 20, 1881, therefore, in order to make the deed of trust correct in very particular,

VOTED, That the President Pro Tem., Benjamin A. Kimball, be and he hereby is authorized to execute and deliver to the Boston Safe Deposit and Trust Company a deed of trust of like tenor and date, that is to say, November 4, 1910, in which shall be stated the correct date of the mortgage aforesaid, April 20, 1881; a certified copy of this vote to be attached to the corrected deed-of-trust and delivered to the said Boston Safe Deposit and Trust Company Trustee.

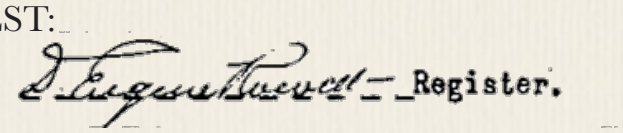
A true copy of the vote of the Directors of the Boston, Concord & Montreal Rail- road passed at a meeting held February 16, 1911:

ATTEST:
*N.P.Hunt*, L. S.

Merrimack Co. N. H. Deeds. Reed Feb. 21,
2-15 P. M. 1911 Recorded Vol. 397, Page 284

ATTEST
*Samuel N. Brown.* Register. Received March 2, 8 P. M., 1911,

Examined, ATTEST:



## ≺1912≻

**Boston, Concord & Montreal Railroad**
**Boston Safe Deposit & Trust Co.**
**Discharge of Mortgage**
**January 10 1912**

*Recorded in the Coös County Registry of Deeds in volume 158 at page 111;*

KNOW ALL MEN BY THESE PRESENTS.

THAT whereas by an indenture dated April 20, 1881, and recorded with Merrimack County (N.H.) Deeds, Coös County N.H.) Deeds, GraftonCounty (N.H.) Deeds and Belknap County (N.H.) Deeds, the Boston, Concord & Montreal Railroad mortgaged to Frederick Smyth, George B. Chandler and J. Thomas Voss the premises therein described to secure the payment of an issue of bonds not to exceed in the aggregate one million five hundred thousand dollars ($1,500,000) par value, but of which only bonds to the aggregate par value of five hundred thousand dollars ($500,000) have ever been issued, and

WHEREAS by a certain instrument in writing dated November 4, 1910 recorded with Coös County (N. H.) Deeds, Book 152, Page 161; Belknap County (N. H.) Deeds Book 130, Fag 501; Merrimack County (N. H.) Deeds Book 397, Page 284, and Grafton County (N. H.) Deeds Book 505, Page 461, the Boston Safe Deposit and Trust Company, a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at Boston in the County of Suffolk in said Commonwealth was appointed Trustee Iunder said mortgage, and

WHEREAS all the bonds and coupons which have been issued under said mortgage as aforesaid have been cancelled or provided for and the Boston Safe Deposit and Trust Company has been requested to execute this discharge,

NOW THEREFORE, in consideration of the premises said Boston Safe Deposit and Trust Company hereby cancels and discharges the said mortgage.

IN WITNESS WHaREOF said Boston Safe Deposit and Trust Company has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Charles E. Rogerson, its President, this tenth day of January, 1912.

Boston Safe Deposit & Trust Company
By *Charles E. Rogerson*, L. S.
President.

COMMONWEALTH OF MASSACHUSETTS. Suffolk, ss.

At Boston this tenth day of January, 1912, personally appeared Charles E. Rogerson, President of the Boston Safe Deposit and Trust Company, who executed the foregoing instrument in behalf of said Boston Safe Deposit and Trust Company, and acknowledged the same to be the free act and deed of said corporation.

BEFORE ME
*Herbert D. Heathfield*, (N.P.Seal)
Notary Public.

Received January 30, 9 A. M., 1912,
Examined ATTEST:-
Register.

CHAPTER 2

# The Summit Documents

The Mount Washington Railway was chartered to run tourists safely to the Summit of New England's highest mountaintop. However ownership of that summit has been the source of controversy over the years. The State of New Hampshire has played a key role in creating the controversy by the way it created and granted towns in the North Country. This section is a transcribed collection of documents & regulatory reports found in state archives and private holdings attempting to describe both the origins and the various legal storms that broke over the Summit with almost as much intensity of the Mountain's famed weather patterns . It begins with a chronology put together by retired New Hampshire State Archivist Brian Nelson Burford and annotated with descriptive material from a document given to the author by Coös County Deputy Registrar Wanda L. Kenison. It concludes with an *Ownership History* overview drawn from many of the documents transcribed here. This chapter also includes *Among the Clouds* coverage of the August 1889 Railway Commissioners' hearing at the Summit House. *(Reminder: These are transcriptions subject to the foibles of stubby fingers and aging eyes. Those contemplating litigation should consult the original documents.)*

## ≺1832-1878≻

### Mt. Washington Summit
### Land Ownership Dispute Chronology
### Brian Nelson Burford - NH State Archivist *ret.*

**May 1832** Grant of Sargent's Purchase by NH State Land Commissioner, James Willey

"In 1832 (George P.) Meserve served as a selectman in Jackson. He, a man named "Tricky," and John Rogers claim that they "ran the line" of the Jackson boundary in May of 1832. In that very same month in 1832, adjacent to the very same Jackson boundary "run" by Meserve and also adjacent to the land of Merserve's half sister-in-law *(Dorcas Merrill)*, the State Lands Commissioner James Willey (sometimes "Wiley") granted (for $300) a large tract of land to Jacob Sargent and others. This "Sargent's Purchase" encompassed 25,000 acres, covered (some said) the State's most iconic mountaintop, and rested on a boundary description rife with ambiguity... First, the *(Sargent's Purchase)* deed references a lot given to Dorcas Eastman (mother of Meserve's wife, Harriet Eastman & Dorcas Merrill) rather than Dorcas Merrill. No record exists for such a transfer and, if one believes George Meserve, only Dorcas Merrill ever obtained this land, the drafters of Sargent's deed having mistakenly named a close family member in place of the actual grantee. The (deed's) description contains no static northern boundary. In a manner now appearing almost reckless but consistent with other grants of the time, the northern boundary of *(Sargent's Purchase)* is nothing more than a line running from the west to the east until it intersects either the Town of Jackson or Pinkham's Grant. This line continues to slide north until the area within the shape it helps create includes the full 25,000 acres. Nevertheless, for the time being, no one disputed the bounds of Sargent's Purchase."

**Sept 1835** Grant of Thompson & Merserve's Purchase by NH State Land Commissioner, James Willey

"Willey quitclaimed to Samuel Thompson and George Meserve a parcel starting at the northwest comer of Pinkham's Grant... But just like Sargent's Purchase, the deed essentially creates a line running west to east that continues to slide south until the parcel it helps describe contains 12,000 acres.

**Jul 17, 1836** Jackson Iron Manufacturing Co. founded: George P. Meserve, Joshua Trickey & John P. Meserve incorporators

**May 4, 1837** First meeting of Jackson Iron Manufacturing Co. at the house of George P. Meserve, Jackson, NH

In 1841, George Meserve, now the local tax collector, determined that taxes on Sargent's Purchase were in arrears. In 1842, the *NH Patriot* and the Coös *County Democrat* printed notice of the pending tax sale of Sargent's Purchase along with other promi-

nent lands in the area. Subsequently, in 1844, the Coös County sheriff sold Sargent's Purchase to Jared Williams. The sheriff at the time was the same George Meserve. The deed making the transfer essentially just described the land as "Sargent's Purchase" minus some specific lots. Williams subsequently quitclaimed Sargent's Purchase to George Herring in 1844 who then, in 1846, conveyed it by quitclaim deed to none other than George Meserve. It is Meserve who quitclaimed it to Coues (sometimes "Cowes") and David Pingree in 1846.

**1845-1846** *(Jackson Iron)* Board of Directors resigned; new directors were David Pingree, Alexander Ladd, Samuel E. Coues, John L. Hayes, Charles H. Ladd, Alexander H. Ladd

**1846** Pingree purchased Sargent's Purchase

In 1848, more tax trouble brewed to the north. Taxes went unpaid on an undivided one half interest in Thompson and Meserve's Purchase so the new combination sheriff and tax collector, John Bellows, sold at auction this half interest to Joseph Cady. Joseph Cady then sold this interest back to tax collector/sheriff John Bellows for the exact amount Cady paid for it ($20.71). Bellows then quitclaimed this to the ubiquitous George Meserve. Although apparently now without any legal title, witnesses in 1851 claimed that Sheriff Bellows controlled the "pony road" that ran to the Mount Washington summit (which sources say came down Tuckerman's Ravine) and that no one could pass without his permission. N.H. Supreme Court opinions record testimony that "Rosebrook and others" built the first Summit House in 1852. The next year, a man named Samuel Spaulding testified that he and others (having for some reason sought the permission of John Bellows) built the Tip-Top House. Afterwards, Spaulding went into business with Hall and others - owners of the Summit House. Nothing indicates that any of these parties actually owned the land beneath the buildings although some anomalous deeds indicate an attempt to transfer interests in the summit from, for instance, John Bellows to Thompson. These deeds do not appear to be part of a valid title chain. Adding to the mystery, many deeds, including the one from Bellows mentioned above, were burned in a fire at the Coös Registry in 1886 and have been retranscribed with significant omissions to the extent they exist at all. In 1853, Coe and Pingree quitclaimed Sargent's Purchase to the Jackson Iron Mfg. Co. of which David Pingree was president. After David Pingree's death, his heirs took over the company. In that same year, the Legislature gave Gen. David O. Macomber a charter to create a road to the summit.

**1854** Survey of Sargent's Purchase

"The discrepancies in the competing title chains became irrelevant in 1859 as Bellows too quitclaimed to Wells. Although circuitous, this series of transactions left the Jackson Iron Mfg. Co. and Henry Wells in control of Mount Washington - Wells to the north and the manufacturing company to the south. In the meantime, a new vision for the mountain started to materialize in 1858, when Sylvester Marsh obtained a charter from the N.H. Legislature to build a railway. In the 1860's, the ambiguities in the boundary descriptions of Sargent's Purchase and Thompson and Meserve's Purchase took center stage. Wells and the Jackson Iron Mfg. Co. each claimed that the summit of Mount Washington resided within each party's respective parcel. Between 1862 and 1869, no fewer than four New Hampshire Supreme Court decisions addressed the dispute between Wells and the Jackson Iron Mfg. Co., none of them culminating in resolution."

**1869** Henry B. Wells sued Jackson Iron Manufacturing Co. to recover 12,000 acres including summit of Mount Washington, as being within the limits of his purchase of Thompson & Meserve's Purchase (granted June 1835). JIMC asserted the summit was within the limits of Sargent's Purchase (granted May 1832)

"In 1872, a partial reconciliation came to the summit when the heirs of Pingree, presumably tired of the legal imbroglio in which they participated on behalf of the Jackson Iron Mfg. Co. and perhaps daunted by the prospect of ever proving ambiguous boundaries, bought Thompson and Meserve's Purchase so that they now owned both parcels. Although owning the two might result in resolution of the respective lot boundaries, other parties still had interests in the mountain; specifically, both the Summit Road Co. and the Mount Washington Railway Co. ("Railway") were pressing their respective rights. Out of this situation comes the settlement of 1894."

However, the so-called "settlement of 1894" did not happen without some preliminary legal wrangling by the parties beginning with the 1872 lease by Jackson Iron to the Mount Washington Railway Company allowing it to build the second Summit House. When the final lease ran out, and the Coe & Pingree heirs wanted to reclaim their land and the structures upon it, the Railway moved to condemn the leased land upon which the second Summit House *(built in 1872-73)* sat. That is where we begin reproducing the paperwork that led to the "Settlement of 1894."

## ≺1872≻

### Jackson Iron Manufacturing Company Lease to Mount Washington Railway Company July 1, 1872

THIS INDENTURE,

Made the first day of July, 1872, by and between the Jackson Iron Manufacturing Company, as the first party, and the Mount Washington Railway Company as the second party, both being corporations duly established in the state of New Hampshire, WITNESSETH, That said first party does hereby let and lease to said second party and its assigns, certain premises on the summit of Mount Washington, in the state aforesaid, being all that portion of said summit, which is included within a circle described by a radius of one hundred rods in length, extending from the center point in the end of the road of said second party as heretofore laid out on said summit, subject to all the existing rights and interests of said second party in that portion of said premises which is included within the limits of its road as laid out; and excepting and reserving the rights of way of the Mount Washington Summit Road as heretofore enjoyed by it, and also the two stables now being on said premises, with the right to rebuild them if destroyed, together with sufficient land about each for the convenient .occupation of said stables, said stables to be used as stables for the purposes of said Summit road, and not otherwise, except that its employees may lodge therein as heretofore.

To have and to hold said premises, with the privileges and appurtenances thereto belonging, to said second party and its assigns for the term of time, and on the conditions, hereinafter mentioned, to wit: The lease is to continue for the term of five years from and after the first day of November, 1872, unless in the meantime and before that date the suit now pending in the S. J. court for the county of Coös, N.H., in the name of Henry B. Wells against said first party involving the title to said premises and others, shall he determined adversely to said first party, and in that case this agreement and lease shall not have effect, but become and be wholly void. And in case of such adverse determination at any time after said Nov.1, 1872, and before the expiration of said term of five years thereafter, this lease shall thereupon cease and become terminated and the parties wholly freed therefrom, except as to indemnity as hereinafter provided. In case of such termination the said second party is to pay rent up to the time of termination, proportionately to the season in value. Said first party is to indemnify and save harmless said second party and its assigns from any and all claims against it or them on account of the possession and use of said premises under this lease; but said first party is not to be held to pay any other damages on account of any failure of its title. And said second party is to pay all taxes duly assessed on said premises during the continuance of this lease, and also to pay to said first party the sum of two thousand dollars as the annual rent for said premises, payable at the end of each year and at any expiration of this lease. If this lease shall continue for said term of five years in full, and at the expiration of said term said first party shall desire to purchase whatever buildings and improvements may have been made and shall then be on said premises, including also that portion thereof which is included within the limits of' the road of said second party, excepting such parts of said buildings and improvements as may be required by said second patty for the proper and convenient use of its road and for its engines, cars, and repairs, said second party shall sell the same to said first party at their original real cost; and on payment of said original costs by said first party therefor, said second party shall convey the same to the said first party by a sufficient title, and in that case said second party shall, so far as it may have any right or interest, allow said first partly to occupy and use said buildings and improvements where the same may be for the same purposes and uses as theretofore occupied and used for, for the benefit of said first party for the full term of five years thereafter, and at the expiration of said term to remove the same for its own use; provided, however, that said first party, during said term, shall occupy and use said buildings and improvements, and control and manage the business therein, in a proper manner and so as to afford good accommodations to the public, or cause the same to be done. And further provided that said first party shall not have the right to make the purchase aforesaid, unless at the expiration of the term first mentioned, the suit herein before mentioned shall remain undetermined, or shall have been previously determined in favor of said first party.

And in case said first party shall not elect to make purchase as aforesaid, and the suit aforesaid has not then been determined and adversely to said first party, said first party shall, at the expiration of said first mentioned term of five years, lease the same premises that are included in this lease to said second party and its assigns for

the further term of five years thereafter, subject to the same conditions as in this lease, with regard to the termination of that lease in the case of any determination thereafter of the suit aforesaid adversely to said first party, and on the same terms as in this lease with regard to indemnity by said first party, and payment of taxes and rent by said second party.

And the parties shall hereafter execute all such further instruments as may be necessary and proper to carry into full effect the intent and meaning of this indenture.

In witness whereof, said parties have caused their corporate names and sea1sto be hereto subscribed and affixed said July 1st, 1872.

Mount Washington Railway Co.,
By *Onslow Stearns*,
*Nath. White*, Committee duly authorized.

Jackson Iron Mfg. Co.,.,
By *Thomas Pingree*, President, duly authorized.
*Mark Haskell*, Treasurer.

## 1877

### E.S. Coe & David Pingree Lease to Mount Washington Railway Company October 26, 1877

THIS INDENTURE,

Made the twenty-sixth day of October, 1817, by and between David Pingree of Salem, Massachusetts, and Ebenezer S. Coe of Bangor, Maine, trustees under the will of David Pringree, late of said Salem, deceased, as the first party; and the Mount Washington Railway Company, a corporation duly established in the state of New Hampshire, as the second party: WITNESSETH - That said first party does hereby let and lease to said second party, and its assigns, certain premises on the summit of Mount Washington in the state aforesaid, being all that portion of said summit which is included within a circle described by a radius of one hundred rods in length, extending from the center- point in the end of the road of said second party as heretofore laid out on said summit, subject to all the existing rights and interests of said second party in that portion of said premises which is included within the limits of its road as laid out by virtue of said location; and excepting and reserving the rights of way of the Mount Washington Summit Road as heretofore enjoyed by it, and also the stables now being.on said premises, with the rights to rebuild them if destroyed, together with sufficient land about each for the convenient occupation of said, stables, said stables to be used as stables for the purposes of said Summit road, and not otherwise, except that its employees may lodge therein as heretofore; and also excepting and reserving a suitable location on said premises for a stage office building for use in connection with said Summit road with the right to erect and use the same thereon. To have and to hold said premises, with the privileges and appurtenances thereto belonging, to said second party and its assigns for the term of five years from and after the first day of November, 1877, on payment of the rent therefor and taxes thereon as hereinafter mentioned. And said first party is to indemnify and save harmless said second party and its assigns from any and all claims against it or them on account of the possession and use of said premises under this lease during said term, but said first party is not to be held to pay any other damages on account of any failure of its title. And said second party is to pay all taxes duly assessed on said premises during the continuance of this lease, and also to pay to said first party the sum of three thousand dollars as the annual rent for said premises, payable at the end of each year and at any expiration of this lease. And if at any termination of this lease, said first party shall desire to purchase whatever buildings, together with the :fixtures and furniture therein, and improvements may have been made and shall then be on said premises, including also those portions thereof which may be included within the limits of the road of said second party, excepting such parts of said buildings and improvements as may be required by said second party for the proper and convenient use of its road and for its engines, cars, and repairs, said second party shall sell the same to said first party at the value thereof appraised as hereinafter provided, and on payment of said appraised value by said first party therefor said second party shall con-

vey the same to the said first party by a good and sufficient title; and in that case said second party shall so far as it may have any right or interest, allow said first party to occupy and use said buildings and improvements, where the same may be, for the same purposes and uses as theretofore occupied and used for, for the benefit of said first party for the full term of five years thereafter, and at the expiration of said last mentioned term, to remove the same for its own use; provided, however, that said first party during said term shall occupy and use said buildings and improvements and control and manage the business therein, in a proper manner and so as to afford good accommodations to the public or cause the same to be done. The appraisal of the property hereinbefore provided for shall be made by three disinterested persons then agreed on by the parties, or, in case they do not agree, appointed by the chief justice of the supreme court of the state of New Hampshire, on proper application of either party to him for that purpose. And said second party does hereby covenant and agree to and with said first party to pay rent and taxes as above provided and to perform and fulfill all the matters herein mentioned on its part. And the parties shall hereafter execute all such further instruments as may be necessary and proper to carry into full effect the intent and meaning of this indenture.

In witness whereof said parties have caused their names and seals to be hereto subscribed and affixed said twenty-sixth day of October, 1877.

Mount Washington Railway Co.,
By *Nath. White*,
*John H. George*, Committee duly authorized.

By *David Pingree*,,
*E. S. Coe*,, Trustees

## ≺1883≻

### E.S. Coe & David Pingree Lease to Mount Washington Railway Company May 9, 1883

THIS INDENTURE, made this ninth day of May, 1883, by and between Ebenezer S. Coe of Bangor, Maine, and David Pingree of Salem, Massachusetts, trustees under the will of David Pingree, late of said Salem, deceased, as the :first party; and the ·Mount Washington Railway Company, a corporation duly established in the state of New Hampshire, as the second party: WITNESSETH, that said first party does hereby let and lease to said second party, and its assigns, certain premises on the summit of Mount Washington in the state aforesaid, being all that portion of said summit which is included within a circle described by a radius of one hundred rods in length, extending from the center point in the end of the road of said second party as heretofore laid out on said summit, subject to all existing rights and interests of said second party in that portion of said premises which is included within the limits of its road as laid out by virtue of said location; and excepting and reserving the right of way of the Mount Washington Summit Road as heretofore enjoyed by it, and also the stables now being on said premises, with the · right to rebuild them if destroyed, together with sufficient land about each for the convenient occupation of said stables, said stables to be used as stables for the purposed. of said Summit road, and not otherwise, except that its employees may lodge therein as heretofore, and also excepting and reserving the stage office building now on said premises, for use as heretofore in connection with said Summit road; with the right to rebuild the same if destroyed; and further provided, that no new and additional building shall be erected by the said second party or its assigns on said leased premises during the continuance of this lease, without the previous consent in writing of the said.first party thereto.

To have and to hold said premises, with the privileges and appurtenances thereto belonging, to said second party and its assigns for the term of five years from and after the first day ofNovember, 1882, on payment of the rent therefor and taxes as hereinafter mentioned. And said second party is to pay to said first party the sum of three thousand dollars ($3,000); as the annual rent for said premises, payable at the end of each year during said term, and at any expiration of this lease; and also, on account of the taxes assessed on said premises during the continuance of this lease, one-third part of all the taxes which may during the same time be assessed on the whole tract known as Sargent's Purchase, and of which they are a part.

And if at any termination of this lease, said first party shall desire to purchase whatever buildings, together with the fixtures and furniture therein, and improvements which may have been made and shall then be on said premises, including also those portions thereof which may be within the limits of the aforesaid road of said second party, excepting such parts of said buildings and improvements within said limits as may be required by said second party for the proper and convenient use of its road and for its engines, cars, and repairs, and also including the buildings and fixtures therein on land of said first party near the base of the mountain, now used by said second party as a laundry in connection with the premises of the summit, the said second party shall sell the same to said first party at the value thereof as then agreed upon by said parties or appraised as hereinafter provided; and on payment therefor of said value, by said first party, said second party shall convey the same to the said first party by u good and sufficient title; and in that case, said second party shall, so far as it may have any rights or interests, allow said :first party to occupy and use said buildings and improvements, where the same may be for the same purposes and uses as they have heretofore been used and occupied, for the benefit of said first party, for the full term of five years thereafter, and at the expiration of said last mentioned term, to remove the same for its own use; provided, however, that said first party during said term shall occupy and use said buildings and improvements, and control and manage the business therein in a proper manner and so as to afford good accommodations to the public, or cause the same to be done.

The appraisal of the property, herein before provided for, shall be made by three disinterested persons then agreed upon by the said parties, or, in case they do not agree, appointed by the chief justice of the Supreme .Court of the state of New Hampshire, on proper application of either party to him for that purpose.

And said second party does hereby covenant and agree to and with said first party to pay the rent and taxes as above provided, and to perform and fulfill all the matters herein mentioned on its part.

And it further WITNESSETH that the undersigned Walter Aiken of Franklin, in the aforesaid state of New Hampshire, and the Boston, Concord & Montreal Railroad, a corporation duly established in said state, respectively, do hereby, so far as they may have any rights or interests in any of the property above mentioned, approve and assent to the foregoing provisions of this lease, so far as they may relate to said property, and each of them does hereby covenant and agree to and with said first and second parties respectively, that in case the said first party shall on any termination of this lease desire to purchase the property aforesaid of said second party as hereinbefore provided, the said second party shall have the right to include in said sale all rights, titles, and interests of said Aiken and Boston, Concord & Montreal Railroad, or either of them, in said property, and to make proper and sufficient conveyances thereof to said :first party with the understanding that said second party shall thereafterward duly account to them respectively for the values of their respective rights, titles, and interests so sold and conveyed by said second party to said first party.

And each of the parties hereto shall hereafter execute all such further instruments as may be necessary, and proper to carry in into full effect the intent and meaning of this indenture.

In witness whereof the said parties have caused their names and seals to be hereto subscribed and affixed the day and year first above written.

Mount Washington Railway Co.,
By *Emmons Raymond*,
*Walter Aiken*, Committee
B. C. & Montreal R. R.,
By *K Thomas Vose, Pres.*,

By *E.S. Coe,*, .
*David Pingree,* Trustees

***Copy of Vote of Directors of Mount Washington Railway, at Eagle Hotel, Concord, N.H., May 9, 1883***

"Messrs. Raymond and Aiken, the committee appointed at a former meeting to investigate the matter of lease of premises upon the summit of Mount Washington and all matters pertaining thereto, reported terms of new lease for the same and it was

"*Voted:* That they have full power to execute said lease, in the name and on behalf of this company, with Messrs. Coe and Pingree." A true copy of the record. Attest : *F. E. Brown*, Clerk

***Copy of Vote of Directors of B. C. & M. R. R.***

At a meeting of the directors of the Boston, Concord & Montreal Railroad, held at the president's office in Boston, May 18, 1883,

*Voted*, that the lease of the premises on Mount Washington from Coe and Pingree as trustees under the will of David Pingree to the Mount Washington Railroad, in which premises this road is interested, be approved and that the signature of the president thereto be ratified on the part of this corporation. A copy from the record.

Attest: *S. N. Bell*, Clerk

## ≺1885≻

**Walter Aiken & Boston & Lowell RR Lease**
**to Asa T. Barron**
**May 1, 1885**

This indenture, made this first day of May, in the year of our Lord 1885, by and between Walter Aiken of Franklin, county of Merrimack and state of New Hampshire, and the Boston & Lowell Railroad Corporation, a corporation duly established under the laws of the commonwealth of Massachusetts, parties of the first part; and Asa. P. Barron of Hartford, county of Windsor and state of Vermont, party of the second part, witnesseth,

That in consideration of the rents and covenants hereinafter contained and reserved on the part of said Asa P. Barron to be paid . and performed, the said parties of the first part do hereby demise and lease unto the said Asa P. Barron a certain parcel of land situated at the summit of Mt. Washington, more particularly described in a certain indenture annexed hereto, and subject to all the conditions, reservations, and exceptions therein .contained; also the Summit House situated thereon, and the furniture, fixtures, and other personal property of the said lessors therein contained, and all buildings therewith connected, except the tower and the new printing office, which are hereby expressly reserved to said lessors.

To have and to hold the same, with all the privileges and appurtenances thereto belonging, for the term of six years, beginning with the first day of April in the year 1886; but the said party of the second part hereby agrees for himself, his heirs, executors, administrators, and ascertains that if the said parties of the first part shall be obliged to surrender up the said premises by reason of this indenture hereto annexed *(Pingree lease of May 9, 1883)* before the expiration of said term of six years, then the said party of the second part will peaceably deliver up to the said party of the first part, or their heirs, successors, or assigns, the said premises, together with all future erections or additions upon or to the same, in as good repair and condition as they are in on April first, A. D. 1886, reasonable use and wearing thereof, damage by fire or other unavoidable casualties alone excepted, and unencumbered and in good tenantable order and condition; and that this lease shall thereupon be terminated, otherwise to remain in full force and effect for said term of six years.

Yielding and paying for the said premises. rent at the rate of nine thousand dollars per annum, said rent to be paid at such time and in such manner as hereinafter stated.

And the lessee for himself and his assigns hereby covenants with the lessors and their heirs, successors, and assigns that he and his executors, administrators, and assigns will pay to the said lessors or their heirs, successors or assigns the said annual rent of nine thousand dollars: One thousand dollars on the first day of August, four thousand dollars on the first day of September, and four thousand dollars on the first day of October; of each year; and in case this lease shall be legally terminated for any cause that they will pay such proportional part of said rent as shall be just and reasonable; and that they will not sublet the premises or any part thereof or sell this lease except as hereinafter provided; and that they will not make or suffer any waste of said premises, nor carry on therein any offensive trade or business; nor make, or suffer to be made, any alterations therein.but with the consent in writing of the lessors or their agent authorized for that purpose; and that they will not suffer any ashes to remain in any of the buildings on said premises after they are taken from the hearth or stove unless in a

safe deposit of brick, stone, or metal; nor do any act nor transact any business by which the insurance on said buildings or on the furniture therein may be affected; and that they will allow the lessors and their heirs, successors, or assigns at seasonable times to enter upon said premises and examine the condition thereof and make necessary repairs; and that they will peacefully deliver up to the lessors or their heirs, successors, or assigns the said: premises at the termination of this lease.

The parties of the first part hereby agree to put the leased premises and appurtenances now connected with said house, furniture excepted, in good repair and condition, making such changes as may be mutually agreed upon by the parties hereto; to pay and discharge all taxes · legally assessed thereon and all insurance :placed thereon by the lessor during said term; to keep the said premises in reasonable repair unless said premises shall be injured by fault and neglect of the lessees; to furnish said house with all things necessary to run the same except coal, provision, and servants; to furnish the wood needed in the house and also in the laundry at the base of the mountain; to board the help needed in said laundry; to provide means of putting ice and salt into the poultry freezer at the base, which said ice and salt the said lessee is to furnish; to transport free of cost from the Fahyan House to said summit, such servants and materials as are used in said Summit House; to take up water to said house if it should be needed.

The party of the second part hereby agrees to make good all breakages of crockery in said house; to board and lodge free of charge all railroad employees when at the summit while the said house is open to the public in the same manner that the said lessee boards and lodges his own servants, except that the conductors shall be allowed to take their meals in the main dining hall.

Meaning and intending hereby that the said party of the second part shall have and enjoy the same privileges, accommodations: and courtesies that the former occupants of the said Summit House have had and enjoyed. ·

It is agreed that a schedule of the furniture, fixtures, and all other personal property, except store and supplies, shall be made on or before the first day of July, .A. D. 1886, by-two persons, one to be selected by the party of the first part and one to be selected by the party of the second part, which said schedule shall be annexed to this lease; and the party of the second part hereby agrees to deliver up to the party of the first part all such furniture, fixtures, and other personal property, and such other furniture, fixtures, and other personal property as shall during the term of said lease be furnished by the lessors in like good order and condition as to quality and quantity as the same is at the time of making said schedule or at the time when furnished by said lessors, natural wear and damage by fire alone excepted, at the termination of this lease; but the said party of the second part expressly agrees to make good all breakages in crockery in said house as hereinbefore stated.

It is agreed that if for any reason the party of the second part desires to transfer this lease prior to the expiration of the term herein named, he shall have the right to do so subject to the written consent of the parties of the first part.

In case of loss or damage by fire or other unavoidable casualty, so that the same or any part thereof shall thereby be rendered unfit for use and occupation, then and in such case the rent herein before reserved, or a just and proportionate part thereof, according to the season of the year, and according to the nature and extent of the injury sustained, shall be abated until the said premises shall have been duly repaired and restored by the lessors or their heirs, successors, or assigns; or in case the said buildings shall be substantially destroyed, then at the election of the lessors, or their heirs, successors, or assigns the estate hereby created shall thereupon be determined.

And the said parties of the first part hereby agree that they will not use any of the buildings in the vivinity of the Summit House; nor encourage the use of the same, for public eating houses or restaurants during the term of this lease and will not build or encourage the building of any building or buildings by other persons to be used for such purposes; but will use every influence to prevent the same.

Provided always, and these presents are upon the condition, that in case of a breach of any of the covenants to be observed on the part of the lessee or those claiming under him, or in case the estate hereby created shall be taken from him or them by process of law, by proceedings in bankruptcy or insolvency or otherwise, the lessors, or their heirs, successors, or assigns, while the default or neglect continues, or at any time after such tak-

ing by process of law, and notwithstanding any license or waiver of any prior breach of condition, may at the giving of five days notice in writing enter upon the premises and thereby determine the estate hereby created; and may thereupon expel and remove forcibly if necessary the lessee and those claiming under him and their effects.

In witness whereof the said Walter Aiken has hereunto and to another instrument of like tenor set his hand and seal, and the Boston & Lowell Railroad corporation by its president, thereto duly authorized, has hereunto and to another instrument of like tenor set its corporate name and caused its corporate seal to be affixed, and the said Asa T. Barron has hereunto and to another instrument of like tenor set his hand and seal the day and year first above written.

BOSTON & LOWELL RAILROAD CORPORATION,
By EDWIN MOREY, Pres't.
WALTER AIKEN.
ASA T. BARRON.

Signed, sealed, and delivered in presense of,
WM. H. COOLIDGE to E. M., Pres't.
C. H. MERRILL.
JOSIE L. BARRON, witness to Asa T Barron's signature.
LUCIUS TUTTLE, witness to Walter Aiken's signature.

## ≺1887≻

### E.S. Coe & David Pingree Notice to Mount Washington Railway Company

**November 1, 1887**

To the Mount Washington Railway Company, Walter Aiken, and the Boston, Concord & Montreal railroad.

You are hereby notified that we, Ebenezer S. Coe and David Pingree, trustees under the will of the late David Pingree, deceased, as lessors of certain premises on the summit of Mount Washington, as set forth in lease to the Mount Washington Railway Company, bearing date May 9, 1883, for the term of :five years from and after Nov. 1, 1882, which term expires this day, do desire to purchase whatever buildings, together with the fixtures and furniture therein and improvements made, are now on the · said premises; including also those portions thereof which may be included within the limits of the road of the Mount Washington Railway Company, excepting such parts of said buildings and improvements within said limits as may be required by the Mount Washington Railway Company for the proper and convenient use · of its road and for its engines, cars, and repairs;. and also including the buildings and fixtures therein on land of the said trustees near the base of the mountain, now used by said Mount Washington Railway Company as laundry in connection with the premises at the summit .

This notice is given in conformity with the terms of said lease, to which particular reference is hereby made.

And you are also further informed that we are ready to pay for all said property and.to perform all duties devolving on us to perform in the premises, according to the terms of said lease; of all which you will ·please take notice.

Witness our hands this first day of November, A. D. 1887.

E. S. COE
DAVID PINGREE,
*Trustees*

**Mt. Washington Railway Corp**
**Notice to E.S. Coe & David Pingree**
**December 27, 1887**

To Ebenezer S. Coe of Bangor, Maine, and David Pingree of Salem, Massachusetts, trustees under the will of David Pingree,

The Mount Washington Railway Company, a corporation duly established by the laws of New Hampshire, and owning and operating a railroad from the base to the summit of Mount Washington in said state of New Hampshire, hereby notifies you that said corporation requires, for the proper and convenient use of its road, and for its engines, cars, and repairs, all the buildings and improvements of every kind, nature, and description which are constructed or located upon said summit of said Mount Washington, within the limits of the road or land of said Mount Washington RailwayCompany.

This notice, or information, is given you as a specification of that portion of the buildings and improvements upon the summit of Mount Washington required by the Mount Washington Railway Company which are specified and contemplated in the clause, "Excepting such parts of said buildings and improvements within said limits as may be required by said second party for the proper and convenient use of its road, and for its engines, cars, and repairs," in the indenture dated May 9, 1883, in which you are nominated as party of the first part and the Mount Washington Railway Company as party of the second part, the terms of which indenture are approved by Walter Aiken and the Boston, Concord & Montreal Railroad, who subscribed the same.

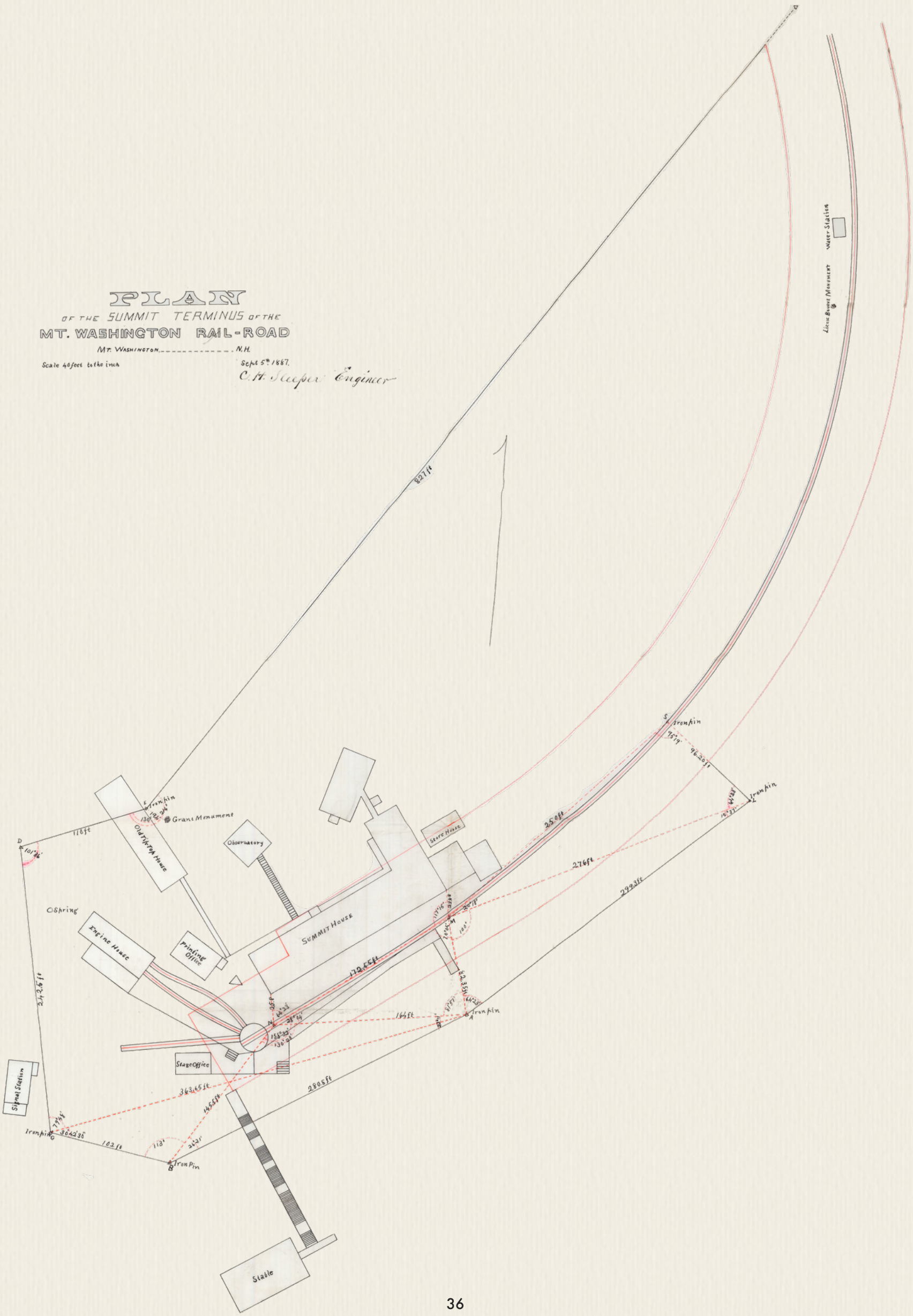
Mount Washington Railway Company,
*By* John H. George,
Jas. T. Furber,
A. W. Sulloway,
John M. Mitchell,
N. White, Jr.,
*Directors of Mount Washington Railway Company.*

Concord, N. H., December 27, 1887.

## ≺1888≻

**Mount Washington Railway Co**
**Additional Location on**
**Summit of Mount Washington**
**January 3, 1888**

The Mount Washington Railway Company, a corporation duly established and existing by the laws of the state of New Hampshire, and owning and operating a railroad extending from the base to the summit of Mount Washington, in said state of New Hampshire, hereby files with the secretary of state of the state of New Hampshire, the location of additional land, on the said summit of Mount Washington, for side tracks, wood-sheds, repair shops, engine, car, and freight houses, turn-tables and depot purposes, and all other purposes that are incidental thereto, or may be necessary to carry into effect the objects for which the said Mount Washington Railway Company was established. And the said Mount Washington Railway Company hereby defines the distances and boundaries of said location of said addition.al land for side tracks, wood sheds, repair shops, engine, car, and freight houses, turn-tables and depot purposes and all other purposes that are incidental thereto, or may be necessary to carry into effect the objects for which the said Mount Washington Railway Company was established, and describes and bounds and indicates the land intended to be included in and covered by said location as follows, viz.:


PLAN
OF THE SUMMIT TERMINUS OF THE
MT. WASHINGTON RAIL-ROAD
Mt. Washington, N.H.
Scale 40 feet to the inch
Sept 5th 1867.
C.H. Sleeper Engineer
827ft
Little Round Mountain
Water Station
Iron Pin
95.19'
96.20 ft
250 ft
276ft
299.3ft
Grant Monument
Old Tip Top House
Observatory
Store House
Summit House
Printing Office
Engine House
Spring
118.5ft
101° 46'
243.6 ft
172.45ft
165ft
Stage Office
Signal Station
280.5ft
363.65ft
145.5ft
102 ft
Stable

Commencing on the westerly side of land of said Mount Washington Railway Company, near an iron bolt in the center of the track one hundred and eighty (180) feet below the existing water tank and running in a straight line southwesterly to an iron bolt in a stone near the old Tip-Top House eight hundred and twenty-seven (827) feet; thence westerly in a straight line to an iron bolt in a stone one hundred and ten (110) feet; thence in a straight line southerly to an iron bolt in a stone near the signal station, two hundred and forty-two and one half (242.5) feet; thence in a straight line southeasterly to an iron bolt in a stone one hundred and two (102) feet; thence in a straight line northeasterly to an iron bolt in a stone two hundred and eighty and one half (280.5) feet; thence in a straight line a little more northeasterly to an iron bolt in a stone two hundred and ninety-nine and three tenths (299.3) feet; thence in a straight line northwesterly to the land or existing location of said Mount Washington Railway Company ninety-six and one fifth (96.2) feet, which line extended reaches an iron bolt near the center of said railroad track; thence from said bolt, in the center of said railroad track, in a straight line in the same direction, to the westerly line of the present location of said Mount Washington Railway Company; thence turning and running on a curved line in a northerly direction along the westerly boundary of said land or location of said Mount Washington Railway Company to the bound began at. Meaning this new location of additional land to cover all the land within the lines above run out and described except so much thereof as is included within the present location of said Mount Washington Railway or land owned by said Mount Washington Railway, which tract of land above bounded and described contains about five and one half acres. And said Mount Washington Railway Company hereby refers, for a more definite and particular boundary and survey of said tract of land located, to the accompanying and annexed plan and survey, and the same is made a part of this location, said plan having been made by C. H. Sleeper, engineer, September 5, 1887.

THE MOUNT WASHINGTON ;RAILWAY COMPANY,
By JOHN H. GEORGE, President.

## ≺1889≻

### Railroad Commissioner's Location On Summit of Mount Washington and Plan July 10, 1889

To the Railroad Commissioners of the State of New Hampshire,

Come Ebenezer S. Coe of Bangor, in the county of Penobscot and state of Maine, and David Pingree of Salem, in the county of Essex and commonwealth of Massachusetts, and represent that they are the owners of the land on the top of Mount Washington, in the county of Coös and state of New Hampshire, on which the Mount Washington Railway Company have made a location of some more than five acres of land, and in making said location claim that said land is necessary for side tracks, wood sheds, repair shops, engine, car, and freight houses, turn-tables, and depot purposes, a copy of which location has been filed in the office of the secretary of state of New Hampshire, and is referred to. And the owners of the land so located are aggrieved by said location for the reason that the amount of land so located is greatly in excess of what is needed for the business and uses of said railway corporation, and they hereby pray said railroad commissioners to change said location as shall be reasonable, and said owners of the land so located say that said railroad company have already sufficient land for all necessary uses and all that is needed for the management of their railway, but they desire to take said land for other purposes. Dated at Lancaster, in said county of Coös, this 10th day of July, A. D. 1889.

E. S. COE.
DAVID PINGREE.
By WM. & H. HEYWOOD, Their Attorneys.

# Documents - 1889

## New Hampshire Railroad Commissioners Public Hearing
## August 16, 1889
## *Among the Clouds* report

The hearing before the New Hampshire Railroad Commissioners on the petition of the Mount Washington Railway Company for condemnation of more land on the summit of Mount Washington and appraisal of damages, and also of the petition of Messrs. Coe and Pingree for a change of the location, as filed by the railway company in the office of the Secretary of State, opened before Chairman H. M. Putney of Manchester, Ex-Gov. B. B. Prescott of Epping, and J. F. Coburn of Derry, in the sitting room of the Summit House, at 9 o'clock Friday morning *(8/16)*. Hon. E. B. S. Sanborn and W. D. Hardy of Franklin appeared for the railway, and Ex-Senator Bainbridge Wadleigh of Boston, Ex-Judge W. S. Land and Wm. Heywood of Lancaster for the land owners. Both petitions were read, being based on the General Statutes of the State, that of the railway being predicated on section 10, "If from any cause they (the railroads) cannot or do not obtain such deeds, they may apply by petition to the railroad commissioners to condemn and appraise the damages to the owners of such lands occasioned by such railroad;" and that the land owners on section11 of same chapter, "Any owner of land over which such railroad is located, who is aggrieved by such location, may at any time before his damages are assessed, present his petition to the railroad commissioners, praying for a change of the location of such railroad."

### Land Owners

"Senator Wadleigh opened for the land owners by stating that the railroad had now all the land they needed necessary for railway purposes. Judge Ladd followed and desired the railway to show why they asked it. The counsel for the owners then proceeded to protest against any action in the premises by the commissioners, on the ground that the statutes do not authorize the condemnation of land other than for legitimate railway purposes; all other purposes incidental hereto were illegal. Mr. Sanborn (for the railway) said that the question of location must be decided before that of damages was taken up. A railroad could go where it pleased and enter on any land of a grantee by filing its location with the Secretary of State, and opponents had no power to say where such location should be. Here came a call upon the railway to show what land they wished to condemn, Judge Ladd saying: "They need land by eminent domain, and their burden is to show their necessity. They say they need it, and we say they do not. They are to provide it before we give it to them." Chairman Putney ruled that the petition of the land owners took precedence and that they put their objections in writing, which were as follows:

*Ebenezer S. Coe and David Pingree, trustees, comes and objects to any action by the commissioners, upon the ground that the location was made for purposes for which the statutes do not authorize the land to be taken, to wit: For sidetracks, woodsheds, repair shops, engine, car and freight houses, turntables and depot purposes, and all other purposes that are incidental thereto or may be necessary to carry into effect the objects for which the said Mount Washington Railway Company was established, and that the said location was unlawful and void.*

The subject of the boundaries of the railway land upon the Summit then coming up, an adjournment was made for a half hour, when certain boundaries were pointed out, and iron pins shown by Conductor John Horne, comparing the original and second survey, in which latter the railroad was given more land for 100 feet down from the Summit. In the examination, the party went down the track to the first water tank, up to the site of the Tip-Top House, and about the platforms. Reopening their session the matter of boundaries was taken up, and after each party had displayed his map of the locality and after considerable consultation, the same were agreed upon.

### David Pingree of Salem

...was then sworn and testified as follows: "He thought the railway didn't need any more land; was heir to and trustee to his ownership of Mount Washington; the railway ownership was 100 feet on and down the Summit and 90 feet in width for this distance; the south end of the hotel building was not on the railway ground, but on land of the Mount Washington Summit Roadway, which had been deeded to them before the railway was built. This company owned 15 rods below the Tip-Top House and two rods wide up to its door; this Roadway was chartered by the State as a turnpike, and ran from Gorham to the Glen and thence eight miles up the mountain; it was necessary for the Summit Roadway to have this termini for its stage office, passengers and baggage, as its stages brought 3700 passengers up the mountain last year; the first lease in 1872 for five years, negotiated to the railway company, included 100 rods in a circle around the Summit; at that time the title to the Summit was in litigation with Henry Wells and undetermined; the rent was $2000 a year, the railway to pay taxes, and move off their buildings at the end of five years, or deliver up the buildings to the lessor at cost; the house was in course of construction when first lease was drawn; Mr. Lyon and Mr. Aiken each owned one-half the house; at

the end of the first five years a new lease was drawn for $3000 rental and taxes, the right of the lessors being incorporated therein of taking the house and furniture at appraisal at its expiration; nothing was said then about more land being wanted; at the end of this lease the lessors gave notice that they would take the house and furniture, but a committee from the railway visited them and a new lease was made for five years more."

A letter was here introduced from Mr. Aiken to Mr. Coe, dated Franklin Falls, Jan. 28, 1883, agreeing to the terms of rent, and purporting to be satisfied with the same. Mr. Pingree continued: "During the first two terms of 10 years there was no more land asked for, but at their termination the railway wanted more. This third lease terminated Nov. 1, 1887 - $3000 with $113 taxes; the lessors have the right to take the house and furniture at appraisal as before; the lessors gave the railway notice again that they would take the house, etc., but received no answer to their letter; afterwards the owners learned that the railroad wanted more land and if they couldn't negotiate with the owners, and buy at private sale of them, they should call out the commissioners; Mr. Aiken notified the owners by letter that the railway required everything in the premises for the use of the road, buildings, land, etc., and that it must have it."

The several leases were then read by the counsel, on which they commented on the points that in them "the right of way to the Summit was reserved," that "no new or additional buildings were to be erected without the consent of the lessors," etc.

Mr. Sanborn then questioned Mr. Pingree in relation to the binding agreement of these leases upon the Mount Washington railway, and in regard to having any other interest in the hotel except its use as a station, but Mr. Pingree seemed to be of the opinion that the railway was a party in the latter. He thought it was chasing the devil around a stump to prove they did not control what they did control. He understood that they had accommodations for a depot under some agreement, but did not understand their contracts. Mr. Sanborn here drew from the witness that the Sargeant Purchase was held for one-third of the taxes on the mountain property, $46, and also concerning the extension of the tracks past the stage office, which tracks the witness did not remember to have seen until this year. Mr. Pingree admitted that the Mount Washington Summit road had not used their right of way to the Tip-Top House since 1872. The stage office was necessary to the company for baggage use, and then again the line would want its termini on its own land.

After some talk about the intricacies consequent upon ownership of this property by three persons and Mr. Aiken's position as to ownership in the house and in the railway, Mr. Wadleigh said the railway had no business to keep a hotel on land condemned for railway purposes, and that its grant of land could never have been obtained for this purpose. If this hotel was not here the railway could have all the privileges it might ask, to which Mr. Sanborn replied that the road could get some land to put a hotel on if it wanted to. Judge Ladd said that on the Western roads there were big hotels run by private capital, and that no doubt parties stood ready to take this site on Mount Washington and put accommodations equal to those at the Profile House.

**Ebenezer S. Coe of Bangor**

...was sworn and examined by Mr. Wadleigh. He said he was "a trustee of the Pingree estate; the Summit Road Company built their turnpike 28 years ago; originally its teams drove up to the Tip-Top House, but since the building of the railway they had made their termini at the stage office, where they made connections with the railway; up to 1883 there was no talk about the leases or too much rent. We had intended to build a hotel ourselves when Messrs. Aiken and Lyon commenced to build and we stopped; Mr. Lyon always thought the value we placed upon the summit a fair rental; I always supposed an agreement was sacred until the railway was called in to annul the covenants of this contract. We leased the Summit because we wished to accommodate the railroad, and the travel, and live in peace, and we got along very well; the people over at the Crawford House, and other parties, had talked of putting in stock to build a carriage road to the Summit, and if this is ever done we want the land for its accommodation and not to have to cross the railway tracks; if we give the Mount Washington railway its location it will take all the available land up here, and we shall have no room for any other buildings; it is not necessary that they have it; they only occupied their track leading past the stage office 23 hours last summer, and the engine house itself but once, and that for a broken locomotive; they have room enough, and have had no trouble or accidents, and this is a simple question as to whether they shall abide by their agreements; the Pingree estate owns seven-eighths of the Mount Washington Summit Road Company, and it had had no collisions with the railway, though Messrs. Aiken and Milliken sometimes disagree; had tried to be impartial with the railway, though his interests were with his own road; the last lease of the Summit ex-

pired Nov. 1, 1887, and since then none had been made and the railway are now tenants at will; they made a payment last fall on the rent; for the last five years they paid $3,000 a year and $2,000 prior to that; they occupy a radius of 100 rods around the Summit; it would be wrong for them to take more land and crowd everything else off, as there would be no room left for anything else."

In reply to Mr. Sanborn as to what the land might be desired for, which he held so valuable, Mr. Coe replied, "for cottage sites, for it has got to be the fashion to erect and build these on the highest rocks, as at Bar Harbor." Being pressed by Mr. Sanborn for some other reason, after this witty reply, which caused much merriment, he said that there was about the same necessity for the railway's condemning more land on the Summit as there was for them to condemn seven acres at the base 10 years ago, on which they had only cut the wood; the owners, it is said, were awarded $25 for damages, but he hadn't seen the money yet.

**Walter Aiken of Franklin**

...testified as follows; "I have been president and manager of the Mount Washington Railway Company since the death of Col. George; before that time I was the manager of the road. I own one-half of the Summit House and the other half is owned by the Boston, Concord & Montreal; part of the land where it stands was condemned to the railroad, and part of it is owned by the Pingree estate. We furnish station facilities for the Mount Washington Railway Company. The portion of the land where the old Summit House is belongs to the Pingree estate, and also about one-half of the platform in front of the house. We need an engine house badly, especially in the fall of the year, to run our engines and cars into for protection. We have had several pipes and pumps burst by standing in the cold, where if we could have had them under cover they would have been all right. Then I do not consider it very safe to allow an engine to stand in front of this house when the wind blows hard on account of fire; frequently when a certain amount of fire is left under the boilers, and the wind rises, the steam will begin to blow off, but we can get along with that. It is a general custom to house locomotives whenever we can. We do not use our present engine house for the reason that our turn-table is very hard to work, and our tracks are so crooked that it is considerable work to get them into the house, and in moderate weather we leave them out rather than put them into the house. When it is cold weather, I have see twenty men trying to turn the turntable, and it is a very disagreeable job; sometimes it is almost impossible. That is the reason we have not occupied our engine house, and it is the only reason we do not put our engines in there nights. In regard to taking more land for our platform, when we have a large number of people here, we need all the room that we have with the new platform. I have been wanting to build that platform for years, but never got at it. Sometimes people have complained of the engine blowing steam on them. When there are 300 people here, there is no more room than a railroad should have for a station. People frequently get out on each side of the cars, and the extra room is necessary for standing room. We need this land for the terminus of a road that is growing and doing a great deal of business. As it is now, we have to keep our engines almost in front of the house, and I consider that a railroad needs a little room for a station. Most people especially railroad corporations, like to have their buildings on their own land. The tendency is more and more that way every year. When this railroad was build the company did not have funds to build a station; in fact they did not have the funds to finish the road. We ran it about eight years, and it took all we earned to put into the road. I told Mr. Lyon if they did not have the money to build a station, we would build it, and they gave us the land to build on. This is the first time we have attempted to get terminal facilities up here on the mountains. We tried last year, but the commissioners could not get to it. The reason why I want this land towards the signal station is, so I can have a straight line to run my engines out on, and not have to turn. Engines using a cog-rail are much harder to run than on the ordinary rail; that is, they are harder to turn. I have seen my men go out and have to get the guests of the house to help turn the turntable, and the wind would blow so they could hardly keep their feet. We do not pay anything whatever for terminal facilities here on the mountain, except that our house stands on their location. When we first built our road, we put up with what facilities the old Tip-Top House could furnish, and unless I am mistaken, I tried to have the parties who owned here build a house to put up the people we left here over night. They did not choose to build, so we did. There should be facilities to take care of our engines and cars, and our workmen, and the people we bring up the mountain. We cannot leave the people out of doors nights. I have seen this building a good many times as full as it could be; so as a matter of prudence, I think a large amount of station room should be furnished. If we did not have it, we should have to run up in the morning and back at night. Sometimes we have to cancel a train on account of the wind. When the wind is blowing a hundred miles an hour, the men have orders not to start a train. We do not dare to start a train off this hill when the wind is blowing a hundred miles an hour."

### Cross Examination

"Soon after we reached the Summit, I *(Aiken)* came to the conclusion we should need a large house, and we built this house two years after we got here. I think it was at the suggestion of Messrs. Coe and Pingree that we put in the provision that they could have the house. The owners of the house were really the people who made the lease. The Mount Washington Railway Company have always kept their agreements as far as I know. We made the same provision in the second lease. At the end of the lease we made a new one; they were willing to extend the lease instead of taking the house. All the trouble we have ever had has been about the rent. We deemed the rental extortionate and always have. I have no reason to dispute the letter which has been read here, but if any one had asked me if I wrote it I should have told them no. I never thought the rental fair. When the lease was made making those terms I think Mr. Lyon made it, and he agreed to pay the extra thousand dollars. I have always been in favor of letting the Pingrees take the house, but lately I have thought it better for the railroad to have it. On the second lease Lyon paid $2000 a year and I paid $1000. When the third lease was made I got tired talking about the money. I always considered the rental too high, but a man will do a great many things sometimes for the sake of keeping the peace. When the lease expired, if we could not agree on a new one they were to take the house at a fair valuation. I assisted in having this location made. I did not carry out the agreement under that lease because I had changed my mind and thought the railroad the proper party to have it. I thought it was better for all hands for the railroad to have it. We do not care anything about the land down the hill, except for the water for our engine tanks. We wanted a piece of land, going out from there in a straight line, and I though we had better ask for the land where the Tip-Top House stands, than to leave that jog in there. The land where *Among the Clouds* is we might want, but I cannot say about that. There is no curve coming up the mountain as sharp as that going into the engine house. We would like to have the land where the stage office is, but we do not wish to trouble people any more than we have to. We might have to move the stage office a little. We do not want but one session in getting the land we want, and we have to look out for future business. If we need two tracks, we should need more at that point. With the kind of weather we have had the last two seasons, business has been decreasing. I think the new watering places have taken some of the mountain business. I do not think our business has increased much the last few years, but the American people are getting more and more in the habit of taking vacations, and some of it may come this way. We do not exactly need the land where the Tip-Top House is only in this way, while condemning the land we thought we would make a decent shaped piece of it. We need to go beyond the Tip -Top House, because this straight line where we wish to run our cars runs out there. We propose to run our tracks to keep engines on out as far as the signal station."

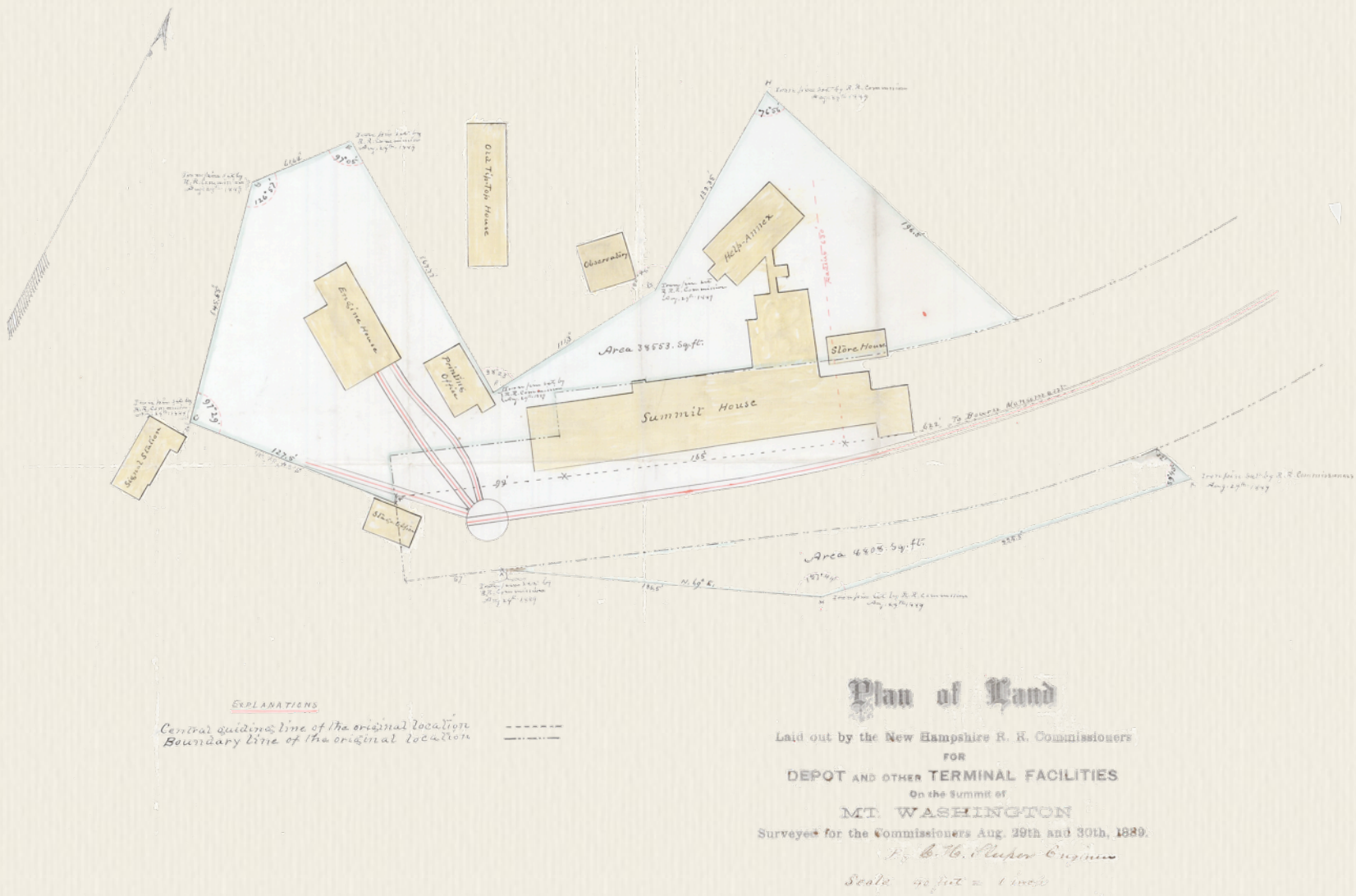
### John Horne of Lake Village

...testified as follows: "I... have been connected as an employee of the Mount Washington Railway Company for 14 years as master mechanic. I have been up and down the mountain a good deal; sometimes I stop here over night. It is sometimes very hard work to turn the turntable. Last Monday, if our train had been on that side track, there was not men enough on the mountain to get it out. The frost had formed around the turntable and it was one mass of ice. You could not get power enough to move; the lever would have broken before it moved. We have lost trips on account of not being able to get the train out, and for that reason we stopped using the car house. It is certainly improper to leave machinery out doors. When we came up last Sunday night it was a fine night, but we did not know what the weather might be in the morning, so we did not put them in, and if we had put them in, we could not have gotten them out. Sometimes a great many people come up on the mountain. The Friday of the week the school teachers had their convention, we brought up 1382 passengers, besides some we passed, and men that came up to run the house. The 10th of July, 1878, we ran 11 trains; that is, we brought six up and then went down again with five trains, and brought the balance up. This track out here was all full of trains, and we had an engine and three cars down on the side track. When we have all the men up here, we can get along quite well, but if we start three or four trains, the last one is left in bad shape. Two years ago we had a car on that side track; we started to push it, and when we struck the straight line, the wind blew so hard we could not stop it, and it went off the track. It delayed us half an hour. We had to have more land out here for a platform, to make people coming here comfortable, and to insure their safety. It is unusual to have 500 people here at a time, but we have had them. When the Chautauquans were here last year, we had a very large crowd. We have had five and six trains a number of times, and we have had six trains twice this year, and have five trains a number of times."

The testimony being finished, the hearing was adjourned, and decision reserved.

**New Hampshire Railroad Commissioners**
**Decision**
**September 11, 1889**

The petition of Ebenezer S. Coe and David Pingree, a copy of which is hereto annexed, was presented to the board of railroad commissioners of the state of New Hampshire, and it appearing that John M. Mitchell, a member of said board of railroad commissioners, was disqualified to act upon said petition, James F. Coburn was appointed by the governor and council, and duly commissioned and qualified according to law, to act as a member of the board of railroad commissioners in said petition in place of said John M. Mitchell. And said board of railroad commissioners, being thus constituted for the purpose of acting upon said petition, appointed a hearing upon said petition to be had at the Summit House on the top of said Mount Washington, in the county of Coös, on the sixteenth day of August, 1889, at nine o'clock in the forenoon, and gave notice of said hearing to said petitioners and to said Mount Washington Railway Company, at which time and place the petitioners appeared by themselves and by their counsel, to wit: Wm. & H. Heywood, Brainbridge Wadleigh, and William S. Ladd, and said Mount Washington Railway Company also appeared by Walter Aiken, its president and manager, and by its counsel, Sanborn & Hardy. And having heard and considered the proofs and statements offered and made at said hearing and examined the different proposed sites for the location of land on the summit of Mount Washington necessary to said Mount Washington Railway Company for side tracks, wood sheds, repair shops, engine, car, and freight houses, turn-tables, and depot purposes, said board of railroad commissioners proceeded to lay out and establish the location of land upon the summit of Mount Washington, necessary to said Mount Washington Railway Company; for side tracks, wood sheds, repair shops, engine, car, arid freight houses, tum-tables, and depot purposes by courses, distances, and boundaries as herein set out and described, that is to say:




Beginning at an iron pin set in a rock in the southwesterly terminal line of the location of the Mount Washington Railway four (4) feet southerly from the southwesterly summit terminus of the "Central Guiding Line" of said location; thence on a magnetic course of south eighty-four degrees thirty-two minutes west one hundred twenty-seven and five tenths (127.5) feet to an iron pin set in a rock at a point marked "C" on the plan hereto

annexed, seven and four tenths (7.4) feet northerly from the northeast corner of the signal station building; thence deflecting to the right eighty-two degrees and thirty-one minutes one hundred forty-five and fifty-five hundredths (145.55) feet to an iron pin set in a rock at a point marked "D" on said plan; thence deflecting to the right fifty-three degrees and three minutes sixty-one and sixty-two hundredths (61.62) feet to an iron pin set in a rock at a point marked, "E" on said plan; thence deflecting to the right eighty-two degrees and fifty-five minutes one hundred sixty-seven and seventy-seven hundredths (167.77) feet to an iron pin set in a rock near the southeasterly corner of the printing-office building, at a point marked "F" on said plan; thence deflecting to the left ninety-one degrees and thirty-seven minutes one hundred eleven and three tenths (111.3) feet to an iron pin set in a rock near the southeasterly corner of the observatory building, at a point marked "G" on said plan; thence deflecting to the left twenty-nine degrees and fourteen minutes one hundred thirty-two and thirty-five hundredths (132.35) feet to an iron pin set in a rock at a point marked "H" on said plan; thence deflecting to the right one hundred three degrees and four minutes one hundred ninety-six and five tenths (196.5) feet to the northerly boundary line of the Mount Washington Railway location; thence westerly and southerly on said northerly boundary line of said Mount Washington Railway location to the point begun at.

Also beginning at an iron pin set in a rock on or near the southerly boundary line of the Mount Washington Railway location - about fifty-seven (57) feet northeasterly from the southwesterly summit terminal line, at a point marked "A" on said plan; thence on a magnetic course of north sixty-nine degrees east one hundred eighty-six and five tenths (186.5) feet to an iron pin set in a rock at a point marked "M" on said plan; thence deflecting to the left twenty-two degrees and sixteen minutes two hundred twenty-five and five tenths (225.5) feet to an iron pin set in a rock at a point marked "K" on said plan; thence deflecting to the left one hundred twenty degrees and fifteen minutes thirty-two (32) · feet to the southeasterly boundary line of said Mount Washington Railway location; thence southwesterly along said southeasterly boundary line of said Mount Washington Railway location to the bound begun at.

And the said board of railroad commissioners hereby file in the office of the secretary of state the foregoing description of said location together with a plan of said described land attached to the same. The board of railroad commissioners to hear said petition, namely:

H. M. PUTNEY.
B. F. PRESCOTT.
J. F. COBURN,
By B. F. PRESCOTT, Clerk

**New Hampshire Railroad Commissioners**
**AWARDS FOR LAND DAMAGES.**
**September 27, 1889**

"Since the publication of the annual report for 1889, a large number of awards for land damages have been made by this Board, the selectmen of towns, and the mayor and aldermen of cities where such lands were located, sitting as joint boards for the appraisal of damages. The names of the railroad corporations which have taken land, the names of the cities and towns where such lands are located, the names of the parties to whom awards have been made, and the amount of each award are here given.

On petition of the Mount Washington Railway Company, for land taken on the summit of Mount Washington :

To Ebenezer S. Coe and David Pingree, $2,750. September 27, 1889."

*- Annual Report of the Railroad Commissioners of the State of New Hampshire 1890 pg. 119*

## ≺1891≻

**Bill of Complaint**
**Ebenezer Coe & David Pingree**
**v. Walter Aiken, Boston Concord & Montreal Ry. Co. and**
**Mt. Washington Ry. Co.**
**August 8, 1891**

**50 F. 637 -Circuit Court, D. New Hampshire.**
**State of New Hampshire**

Ebenezer S. Coe, a resident and citizen of Bangor, in the county of Penobscot and state of Maine, and David Pingree, a resident and citizen of Salem, in the county of Essex and state of Massachusetts, bring this their bill against the Mount Washington RailwayCompany, the Boston, Concord & Montreal Railroad Company, and the Concord & Montreal Railroad Company, each of said companies being a corporation, duly established under the laws of the State of New Hampshire, and having its principal place of business, in Concord, in the county of Merrimack and state of New Hampshire, and each being a citizen of said State of New Hampshire, saidWalter Aiken, a resident and citizen of Franklin, in said county of Merrimack and state of New Hampshire, and thereupon oµr orators say that they are trustees, under the will of David Pingree, late of said Salem, deceased, and as such trustees are the owners of, and have the legal title to, a large tract of land upon Mount Washington and covering the whole summit of said Mount Washington, supposed to be in the unorganized place called Sargent's Purchase, in the county of Coös and state of New Hampshire. That said Mount Washington Railway Company, prior to the 17th day of Ju]y, 1869, was duly organized as a corporation under a charter from-the state of New Hampshire, with the ordinary and general powers given by the laws of said state of New Hampshire to other railroad corporations within said state, and the right to build and maintain a railway from the base of Mount Washington to the summit thereof, and by vote of the directors of said Mount Washington Railway Company, passed at a directors' meeting July 17, 1869, the railway of said corporation was located from the base to the summit of said Mount Washington, which location was filed in the office of the secretary of state for said state of New Hampshire on the 25th day of September, 1869, and took and caused to be condemned a part of the land upon the summit of said Mount Washington to build said railway, for side tracks, wood sheds, repair shops, engine, car and freight houses, turntables, and depot purposes; and the land thus condemned upon the summit of said Mount Washington was and ever since has been sufficient for all the proper and legal uses of said railway company. And said railway was built upon the location then made, and said corporation began to run its engines and cars, and began to carry passengers over the line of their railway from the base to the summit of said mountain in the summer of 1870, and from that date to the present time said corporation have operated their said railway during the summer of each year, and have carried great numbers of passengers thereon to the summit of said mountain, from which they have made great gains and profits. That on the 1st day of July, 1872, the Jackson Iron Manufacturing Company, then existing and duly organized under the laws of the state of New Hampshire, had the title to and were in possession of the lands and premises on Mount Washington, including the summit of said mountain, over which said corporation had thus located their said railway. And on the said 1st day of July, 1872, said Jackson Iron Manufacturing Company did, by indenture duly and legally executed and delivered, lease to the said Mount Washington Railway Company, all that part of the summit of Mount Washington included within a circle described by a radius of one hundred rods in length, extending from the centre point in the end of the road of said Mount Washington Railway Company as before then laid out on said summit, subject to the existing rights and interests of said railway company, in that portion of said premises which was then included within the limits as it had then been laid out, and reserving certain rights for the Mount Washington Summit Road Company for its road; and for stables and office, for the term of five years after the 1st day of November, 1872, at an annual rent of two thousand dollars, to be paid by said lessee to the lessor. And was given with the view that said Mount Washington Railway Company might erect a hotel upon the summit of said mountain for the accommodation of persons visiting the summit of Mount Washington, or permit some other party to erect such hotel, with that purpose it was provided in said lease that said lessor would have the right to purchase, at the expiration of the term of said lease, whatever buildings and improvements may have been made or shall then be of said leased premises, including also that portion of said buildings that should be within the limits of the road as located by said Mount Washington Railway Company, except such parts of said buildings and improvements as may be required by said Mount Washington

Railway Company for the convenient use of its road, and for its engines, cars, and repairs, and that said lessee should sell and convey said buildings and improvements at their original cost, and on payment of said original cost by the lessor, the lessee should convey said buildings improvements to the lessor by a good and sufficient title, which indenture was duly and legally executed by said Mount Washington Railway Company upon its part, and delivered by it to said lessor. And relying upon the performance and fulfillment of the agreement contained in said lease, the Jackson Iron Manufacturing Company did permit a large hotel to be erected on said leased premises upon the summit of said mountain, sufficient for the accommodation of a large number of guests, to wit, one hundred persons.

And as the orators are informed, said Mount Washington Railway Company did procure and permit said Walter Aiken and said Concord & Montreal Railroad Company to erect said hotel, known as the Summit House, on said leased premises, at a large expense, and to furnish and sublet said hotel and furniture at a large annual rent, to wit, the sum of twelve thousand dollars per year, and did permit said Aiken and the Boston, Concord & Montreal Railroad Company to locate a large part of said hotel thus built by them within the limits of said original location of said Mount Washington Railway Company on the summit of said mountain.

And said Mount Washington Railway Company occupied and leased said premises during said term of five years, and before the time said lease expired, the title to said leased premises having been conveyed to the orators, and they then being entitled to ask and receive a performance of said agreement for a sale and conveyance of said hotel to them, which had then been erected on said premises, they did apply to said Walter Aiken and to the president of said Boston, Concord & Montreal Railroad Company, who had erected the same, for a statement of the costs of said hotel, and thereupon said Aiken and the president of said Boston, Concord & Montreal Railroad Company, well knowing that said agreement in said lease contained referred to said hotel, did render to the orators an itemized statement of the cost of said hotel, amounting to a very large sum, to wit, seventy thousand dollars, being, as the orators believe, a very much larger amount than the actual cost of said hotel, and they believe that said Aiken and the president of said railroad company fraudulently and purposely made said statement of the costs of said hotel very much larger than was the actual cost thereof, with the intent and purpose of preventing the orators from taking said hotel under the terms of said agreement, and to enable said parties, who had thus built said hotel, to retain the same for another term of five years.

And on the 26th day of October, 1877, the orators then having acquired the legal title to said leased premises and. having the legal right to lease the same, and not being willing to pay for said hotel the large amount claimed by said Aiken and the president of said Boston, Concord & Montreal Railroad Company as the costs thereof, did by indenture of that date duly executed and delivered by them to said Mount Washington Railway Company, lease the same premises on the summit of said mountain, with substantially the same exceptions as to the location of said Mount Washington Railway Company and relating to the Mount Washington Summit Road as were contained in said first lease, for another term of five years from and after the 1st day of November, 1877, at an annual rent of three thousand dollars, to be paid by said lessee to the lessors, and the lessee to pay all taxes assessed upon the said premises during said term.

And in said second lease it was agreed that the orators at the termination thereof should have the right to purchase all the buildings with the fixtures and furniture therein, and improvements thereto which may have been made and which shall then be, to wit, at the termination of said second lease, on said premises, including those portions thereof which may be within the limits of the road of said Mount Washington Railway Company, and making the same exceptions in relation to buildings and improvements as was contained in said first lease, and said lessee did thereby agree with the orators to sell and convey to them by a good and sufficient title said buildings, fixtures, and furniture and improvements, at the value thereof to be appraised by three disinterested persons, to be then agreed upon by the parties, or in case they could not agree to be appointed by the chief justice of the supreme court of the state of New Hampshire on proper application of either party for that purpose. And said indenture was duly and legally executed and delivered on the part of said Mount Washington Railway Company to the orators.

And said lessee did, under said second lease, occupy said premises for said second term of five years, and pay said annual rent to the orators, and the taxes assessed on said premises. And said Aiken and the Boston, Concord & Montreal Railroad Company were allowed by said lessee to keep and maintain said hotel on said leased premises during the full period of said term, and to lease said hotel, fixtures, furniture, and improvements

to third parties at large annual rent, to wit, the sum of ten thousand dollars, which was paid by the lessee of said hotel to said owners thereof. And about the time said second lease was to expire, on application of the orators the said lessee did agree with them upon three appraisers to appraise said hotel, fixtures, furniture, and improvements, and said appraisers thus agreed upon did examine, inventory, and appraise said hotel, fixtures, furniture, and improvements with the intent and purpose that said agreement in said lease contained might be carried into effect, but said Aiken and the Boston, Concord & Montreal Railroad Company, with the intent and purpose of defrauding the orators, then claimed that they were the owners of said hotel, fixtures, furniture, and improvements, and as they were not parties to said contract the orators could not procure or enforce a conveyance of the same to them under said contract with the Mount Washington Railway Company, with the like purpose of compelling the orators to give a new lease of said premises so that the owners of said hotel might have and receive the rental of said hotel for another term of five years. And said Aiken and the Boston, Concord & Montreal Railroad Company during the term of said second lease built laundry buildings on the lands of the orators near the base of said mountain, to be used and were and now are used in connection with said hotel at the summit of the mountain. And on the 9th day of May, 1883, the orators, as trustees under the will of said David Pingree, deceased, then still being the legal owners of said leased premises, did make another lease of the same premises to said Mount Washington Railway Company for another term of five years, from and after the 1st day of November, 1882, subject to all the then existing rights and interests, of said Mount Washington Railway Company in that portion of said leased premises which was then included within the limits of its road as laid out by virtue of the location before named, and making the same reservations as to the right of way and other rights of the Mount Washington Summit Road Company as were contained in the prior leases, for which the lessee covenanted and agreed with said lessors to pay an annual rent of three thousand dollars and one-third of the taxes assessed on the whole of said tract of land known as Sargent's Purchase during the -term of said lease.

And in said indenture it was provided if at the termination of said lease the orators should desire to purchase the buildings and fixtures and furniture therein and improvements thereon which at the date of said lease had been made or should at the termination thereof then be on said premises, including the portions of said buildings which might be within the limits of said road of said Mount Washington Railway Company - meaning the location aforesaid on said summit - excepting such parts of said buildings and improvements within said limits as may be required by said railway company for the proper and convenient use of its road and for its engines, cars, and repairs, and also including in said provisions of the lease the buildings and fixtures thereon on land of the orators near the base of said mountain, then used as a laundry in connection with the premises at the summit, the said Mount Washington Railway Company did by said indenture agree to sell said buildings, fixtures, furniture, and improvements to the orators, at the value thereof to be agreed upon by the parties to said lease, and in case said parties could not agree upon the value of said buildings, fixtures, and furniture and improvements, it was provided by said indenture that the value of said property should be ascertained by the appraisal of three disinterested persons, to be agreed upon by said parties, or in case they could not agree upon said appraisers, then said appraisers should be appointed by the chief justice of the supreme court of the state of New Hampshire on proper application of either party to said indenture to him, the said chief justice, for that purpose, and upon the payment by the orators of the value of said property to said lessee, the said lessee did thereby agree to convey said property to the orators by a good and sufficient title. And by said last indenture it was further provided that no new or additional building should be erected by said lessee or its assigns on said leased premises during the continuance third lease without the previous consent in writing of said lessors thereto, and under this provision of said indenture said Aiken and the Boston, Concord.& Montreal Railroad Company did, with the consent of the orators, erect a large building called an annex to said hotel on said leased premises and outside of the said original location of said railway on said summit. And in case orators should purchase said buildings, fixtures, and furniture and improvements, said Mount Washington Railway company did agree with the orators that they might use and occupy said buildings and improvements where the same were located and built, to wit, partly upon the location of said railway company, for the same purposes and uses as they had before the termination of said third lease been used and occupied for the benefit of the orators for the full term of five years after the termination of said third lease, and that at the termination of said last mentioned term of five years, the orators to recover [remove] said buildings and improvements from said railway location for their own use, and the orators did by indenture agree that during said last term of five years from and after the termination of the third lease, they would occupy and use said buildings and improvements, and control and manage the business therein in a proper manner so as to afford good accommodation to the public, or that they would cause the same to be done.

And the orators say that the said provisions in said indenture contained in relation to the buildings, fixtures, and furniture and improvements was intended to and did mean said hotel and improvements known as the Summit House and the annex built as aforesaid, built and owned by said Aiken and the Boston, Concord & Montreal Railroad Company. And said Aiken and said Boston, Concord & Montreal Railroad Company, well knowing that said provisions and agreements did cover and include said hotel, fixtures, and furniture and improvements, and had reference to and included no other buildings on said summit, they did join in said indenture and did approve and assent to the foregoing provisions in the last lease contained for the sale of said buildings, fixtures, and improvements to the orators. And said Aiken and said Boston, Concord & Montreal Railroad Company, by J. Thomas Vose, its president, being legally authorized and empowered thereto, did by said indenture covenant and agree to and with the orators. and the Mount Washington Railway Company respectively, that in case the orators should, at the termination of said third lease, desire to purchase said buildings and improvements and fixtures and furniture of said lessee, as in said lease is provided, the said Mount Washington Railway Company should have the right to include in said sale all rights, titles, and interests of said Aiken and the Boston, Concord & Montreal Railroad Company, or either of them, in said property and to make proper and sufficient conveyances thereof to the orators with the understanding that said Mount Washington Railway Company should duly account to them - said Aiken and the Boston, Concord & Montreal Railroad Company respectively - for the values of their respective rights, titles, and interests so sold and conveyed by said Mount Washington Railway Company to the orators. And by said indenture it was provided that each of the parties thereto should execute all such further instruments as may be necessary and proper to carry into full effect the intent and meaning of said indenture. And said indenture was at the date thereof duly and legally signed, sealed, and delivered, interchangeably, by each of said parties above named. And said lessee did, during the term of said last lease, occupy said leased premises and pay said annual rent and one third of said taxes. And said Aiken and the Boston, Concord & Montreal Railroad Company did, during said term, lease said hotel and annex and laundry buildings at a large annual rent, to wit, ten thousand dollars per year. And on the termination of said third lease the orators, on the first day of November, 1887, notified the Mount Washington Railway Company, Walter Aiken, and the Boston, Concord & Montreal Railroad Company that they desired to purchase the buildings, with the fixtures and furniture therein and the improvements made and then on said leased premises, including the portions thereof within the limits of the road of said Mount Washington Railway Company, except such parts of said buildings and improvements within the said limits as may be required by the Mount Washington Railway Company for the proper and convenient use of its road and for its engines, cars and repairs, and including the building and fixtures therein on land of said trustees, near the base of said mountain, used as a laundry in connection with the premises at said summit, in conformity with the terms of said lease, and that the orators were ready to pay for said property according to the terms of said lease. Service of which notice was on the said first day of November, 1887, on behalf of said Mount Washington Railway Company, the Boston, Concord & Montreal Railroad Company and the Boston & Lowell Railroad Company, then in the possession of said Boston, Concord & Montreal Railroad, under a lease, and by said Walter Aiken, duly acknowledged in writing on said notice. And to avoid the performance of said contract to convey said hotel and fixtures and furniture and improvements and said laundry building, the directors of said Mount Washington Railway Company did give the orators a notice in writing dated December · 27, 1887, in which they falsely claimed that said corporation requires for the proper and convenient use of its road and for its engines, cars, and repairs, all the buildings and improvements of every kind, nature; and description which are constructed or located upon said summit of Mount Washington within the limits of said road or land of said Mount Washington Railway Company. Well knowing that said Mount Washington Railway Company had no legal right under the provisions of its charter or the general laws of said state of New Hampshire to maintain said hotel upon the summit of said mountain or to permit the same to be maintained upon the said premises. And the orators allege that the said false claim was procured to be made and set up by said Aiken and the Boston, Concord & Montreal Railway Company and their said lessees for the fraudulent purpose of avoiding the performance of said contract and to hinder and delay the orators in procuring a valid title to said property, as they are in right and equity entitled to have.

And from the 1st day of November, 1887, to the 1st day of November, 1889, the orators did permit said Mount Washington Railway Company to occupy said premises, and said Aiken and the Boston, Concord & Montreal Railroad Company or its said lessee to occupy and receive the rent of said hotel for said two years, they paying to the orators the sum of three thousand and fifty dollars rental each of said years. And the plaintiffs allege that said Mount Washington Railway Company has no legal right or authority under any charter un-

der which said corporation is organized or under any law of said state to maintain said hotel upon the summit of said mountain, or suffer the same to be maintained either within the original location of its said road or outside of said location, and the maintaining and keeping of said hotel upon said summit is in violation of the orators' rights as the owners in fee of the summit of said mountain, yet on the 3rd day of January, 1888, the president of said Mount Washington Railway Company did cause to be filed in the office of the secretary of state for said state of New Hampshire, an additional location of land upon the summit of said mountain of about five acres of land in addition to said original location, purporting to be in the name and for the benefit of said Mount Washington Railway Company for side tracks, wood sheds, repair shops, engine, car, and freight houses, turn-tables and depot purposes, and for all other purposes that are incidental thereto or may be necessary to carry into effect the objects for which said Mount Washington Railway Company was established. And the orators allege that said original location was sufficient for all the above named purposes of said railway company on the summit of said mountain, and that said additional location was falsely and fraudulently made for the purpose of covering the whole or nearly all the summit, and leaving no part of said summit upon which the orators can place the present hotel when assigned to them or build any other hotel or other building outside of said original location, as the remaining part of said summit outside of said additional location is steep and precipitous and remote from the line of the said railway company by which a large portion of the visitors to said summit arrive at said summit, and said additional location was made to delay and hinder the orators in the enforcement of said contract and to exclude the orators forever from the only use for which said remaining land on said mountain possessed any value, namely, for the keeping and maintaining a hotel thereon and so unlawfully to secure to said railway company and the owners of said hotel, said Aiken and the Concord & Montreal Railroad Company, who have succeeded to the rights, title, and interest of the Boston, Concord & Montreal Railroad Company in the ownership of said hotel and other buildings named in said contract, a complete monopoly of the summit of said mountain for hotel purposes, which is of great value, to wit, one hundred thousand dollar.

And thereupon on the 10th day of July, 1889, the orators applied to the railroad commissioners of said state of New Hampshire for a change of said additional location, and at a hearing upon said application said railroad commissioners, erroneously assuming that the defendants might lawfully continue to use a portion of the orators' land on said summit, taken and condemned in the name of said Mount Washington Railway Company for railroad purposes, for the purpose of continuing and maintaining said hotel erected upon the orators' land as aforesaid and partly within the limits of said original location, did lay out to said Mount Washington Railway Company a large part of the land claimed and located in the name of said railway company as an additional location, upon the false pretext of the defendants that said Mount Washington Railway Company might lawfully and without any license of the orators keep, or permit a hotel to be kept, upon said summit, and that said addition was needed by said railway company for other and legitimate purposes of said corporation, and at the instigation of the defendants said railroad commissioners did lay out said additional land so as to cover the whole site of said hotel and annex, and of such irregular form and of such extent as to answer and subserve the unlawful purposes of the defendants, and in such way, manner, form, and extent as to render the orators remaining land on. the summit of said mountain of no value for the erection or maintenance of a hotel thereon, as any portion of the orators' remaining land at said summit, of sufficient size for the erection and maintaining of a hotel, is irregular in shape, and so steep and precipitous that no hotel can be erected or placed thereon without very great labor and expense; and inasmuch, also, as said remaining land of the orators is by said laying out of said addition rendered remote and inconvenient of access from the road of said railway company, whereon a large proportion of the visitors do now and will hereafter arrive at said summit; and inasmuch, also, as any way of access to said remaining land of the orators, so long as the defendants are permitted to maintain the present large hotel and out-buildings and other buildings for car and engine houses and printing office, where they now stand on and heretofore taken for railroad uses by said original location, and by said additional location, is by said laying out of said addition rendered narrow, precipitous, and altogether inconvenient, insufficient, and impracticable for use as a hotel site. That said hotel thus erected by the defendants and now maintained by them without any right or lawful authority, and the out-buildings connected with said hotel, were built upon and now occupy the best and most eligible site on the summit of said mountain, covering a large space of ground, and is so situated immediately adjoining the track of said railway that visitors arriving at the summit by said railway would be liable to suppose it to be the only hotel there, and would be liable to stop at said hotel even although another hotel equally good were erected and maintained on any part of the orators' remaining land at said summit. And the orators say that the said railway company, by reason of the premises, have lost and forfeited all

right to the land so devoted by them to the unlawful and unauthorized use of said hotel, and that the orators are now entitled to the sole and exclusive use and occupation thereof.

And relying upon the defendants in good faith fulfilling the terms of said last lease, the defendants, Aiken, the Boston, Concord & Montreal Railroad Company, and the Concord & Montreal Railroad Company, have been allowed by the orators to maintain said hotel and laundry building, and-to make additions thereto, and to said furniture, so that the orators cannot state the description or value of said property until the same is inventoried and appraised as provided by the terms of said lease, and the defendants having neglected and refused to agree upon the value thereof, · or to agree upon appraisers to.appraise said property, the orators did apply to the Hon. Charles Doe, the chief justice of the supreme court of said state of New Hampshire, in writing, to appoint appraisers to appraise said property, and said chief justice did notify the defendants that he would hear Raid application on the 1st day of August, 1891; whereupon said defendants did prefer their petition against the orators and their attorneys to the Hon. W. H. H. Allen, associate justice of the supreme court of New Hampshire, for an injunction against the orators proceeding before said chief justice to procure the appointment of said appraisers, falsely alleging that said Mount Washington Railway Company needed the whole of the buildings within its location, in substance as is set out in the notice aforesaid to the orators; and on the 31st day of July, 1891, said Justice Allen did grant a temporary injunction against the orators and their attorneys restraining them from proceeding to procure the appointment of said appraisers. And the defendants pretend that the orators are not entitled to have said hotel, fixtures, furniture, and improvements and laundry buildings conveyed to them upon the payment by the orators to the defendants of the value of said property to be agreed upon by said parties, or to be appraised as provided in said last lease; and the defendants will neither agree with the orators upon the value of said property, or upon the appraisers to appraise and fix the value thereof, and obstruct and hinder the orators in procuring the appointment of appraisers on their application to said chief justice. But the plaintiffs allege that under the provisions of said last named lease they are entitled to have said hotel at the summit of said mountain, and the laundry buildings located near the base of said mountain, with the fixtures and furniture in said hotel and laundry, and the improvements and additions that have been made to either or all of said buildings, conveyed to them by the defendants upon the payment therefor of the just value of said property by the plaintiffs to the defendants, and the plaintiffs are entitled to have the description and value of all of said property ascertained and fixed to enable them to pay or tender said value to the defendants, and upon the payment or tender by the plaintiffs of the value thereof, when ascertained, the defendants, and any other parties interested in said property and now unknown to the plaintiffs, should be ordered to convey said hotel, laundry, fixtures, furniture, improvements, and additions to the plaintiffs to enable the plaintiffs to use the same for the purpose of keeping a hotel upon the' summit of said mountain, as is provided by the terms of said last named lease.

And the plaintiffs have ever since the termination of the last lease and now are ready to perform said agreement contained in said last lease, to take said hotel, laundry, fixtures, furniture, improvements, and additions thereto at their just value, to be ascertained in such manner as to this court shall seem just, and as it shall order, in relation to ascertaining said value, and the payment therefor by these plaintiffs. And the plaintiffs claim, in view of the unlawful and unwarrantable course of the defendants in procuring said additional location to be made in the name of said Mount Washington Railway Company, the plaintiff should not be ordered to remove said hotel from its present site after the expiration of the said term of five years from the termination of said last lease which terminated, as aforesaid, on the first day of November, 1887, for the reasons before stated.

The plaintiffs will remove said hotel from said first location upon which a large part thereof is situated if so ordered by this court, but the plaintiffs should not be ordered or obliged to remove said hotel and addition beyond the limits of said additional location for the reason, as the plaintiffs say, said additional location was made by the procurement of the defendants for the fraudulent purpose on their part of covering the whole of the present site of said ·hotel and addition and to cover all other eligible sites upon said summit for said hotel and addition and to deprive and hinder the plaintiffs of their rights to purchase said hotel, laundry, fixtures, furniture, and improvements under the terms of said contract and to deprive the plaintiffs of the full advantage of said hotel and addition, fixtures, furniture, and improvements by compelling the plaintiffs after the same have been assigned to them to remove said hotel and additions beyond the limits of said additional location to a remote point on the summit of said mountain from the line of said railway, where said hotel would be of difficult access to visitors coming to said summit upon said railway and would be rendered of small value to the plaintiffs. And

the plaintiffs allege that the entire effect and purpose of said additional location, on the part of the defendants, was to use the power of eminent domain given by the laws of the state of New Hampshire to railroad companies within said state, to enable the defendants without right and in violation of the plaintiffs' rights to retain said hotel in the use and occupation of the defendants, and the plaintiffs say that said railway company should be allowed in any case to retain only so much of said additional location as is necessary for the engine and car house, now located on said additional location and which has been built since the date the same was made and filed as aforesaid; and in case the plaintiffs are required to remove said hotel from its present site then said additional location should be set aside in whole and the Mount Washington Railway Company ordered to remove its engine and car houses on to said original location that the plaintiffs may have a reasonable and eligible site upon which they may locate said hotel and addition when removed · from said original location.

And the plaintiffs allege that said additional location should be annulled and set aside in whole or in part to correspond with and carry into effect the orders this court may make in relation to the plaintiffs' right to retain and maintain said hotel on its present site or to remove said hotel entirely beyond the limits of said original location. The plaintiffs allege that said Walter Aiken from the 1st day of November, 1889, to the present date, with the Concord & Montreal Railroad Company as successors of the Boston, Concord & Montreal Railroad Company, have continued to rent said hotel and have and now are receiving a large amount of rent annually which in right and equity belongs to the plaintiffs; and said Aiken and the Concord & Montreal Railroad Company should be ordered to account for and pay said amount received for annual rents to the plaintiffs, which amounts to the sum of ten thousand dollars annually.

And the plaintiffs say that the stock of the Boston, Concord & Montreal Railroad Company, by authority of an act of the legislature of the state of New Hampshire, has all been used and taken up in the formation of the new corporation under the name and style of the Concord & Montreal Railroad Company, and said last named company are now the owners of the interest in said hotel and additions, laundry, fixtures, furniture, and improvements originally owned by the Boston, Concord & Montreal Railroad Company, and said Concord & Montreal Railroad Company have taken said property subject to the same liability to convey said property to the plaintiff's that the Boston, Concord & Montreal Railroad Company were under by the, terms of said contract.

And the plaintiffs are.informed and believe and allege that the respective interests of said Walter Aiken and the Concord & Montreal Railroad Company in said hotel and additions, laundry, fixtures, furniture, and improvements is each one half and that the Mount Washington Railway Company has no interest or ownership in said property whatever.

And the plaintiffs say that they have allowed the defendants to maintain said hotel and addition on their land upon said summit in part performance of the contract contained in said last lease and it would be an irreparable injury to the plaintiffs' interests in and to the summit of Mount Washington and in said Mount Washington SummitRoad Company to allow the defendants or either of them to maintain said hotel upon said summit; and inasmuch as the plaintiffs can have no adequate or sufficient remedy in any action at law in the premises, the defendants should be ordered in right land equity to assign and convey to the plaintiffs said hotel and additions, laundry, furniture, fixtures, and improvements which said defendants have thus been permitted by the plaintiffs to erect, maintain, and continue upon the said mountain in part performance of the contracts contained in said several leases.

And the plaintiffs say that they will at all times during the season of travel to said summit keep and maintain a good and sufficient hotel upon said summit for the accommodation of the public as soon as they can have said hotel assigned to them with a suitable site on the summit where they can sustain the same.

And the plaintiffs allege that the matter in controversy in this cause exceeds in value and amount, exclusive of interest and costs, the sum of twenty-five thousand dollars.

Wherefore the plaintiffs pray that the value of said hotel and additions, laundry, :fixtures, furniture, and improvements may be appraised and fixed by the proper orders of this court and assigned and conveyed by the defendants to the plaintiffs upon the payment of the value thereof by the plaintiffs to the defendants under such orders of this court as are just and right.

That the site of the hotel upon the original location of the Mount Washington Railway Company on the summit of said. mountain may be assigned to the plaintiffs for the purpose of keeping and maintaining said hotel thereon.

That such part of said additional location as shall appear to this court to be just and right be annulled and set aside and · ordered to be surrendered to the plaintiffs by said Mount Washington Railway Company, in whose name the same was made, and that they be ordered to remove all buildings by them erected thereon from that part of said additional location thus set aside and annulled.

That said Aiken and the Concord & Montreal Railroad Company account for all rents of said hotel and other buildings and property connected therewith since the 1st day of November, 1889, and be ordered to pay the same to the plaintiffs. That the defendants and each of them and their lessees, agents, or servants be perpetually enjoined from hereafter using any part of the land upon the summit of said mountain for the purpose of keeping or maintaining a hotel or any other kind of place for the entertainment of visitors to the summit of said mountain and from maintaining any hotel or house or place of public entertainment upon any part of the lands owned in fee by the plaintiffs on said mountain either within or outside of any location that has been or may hereafter be made for the benefit of, orin the name of, said Mount Washington Railway Company.

And that your orators may have such further and other relief in the premises as the nature and circumstances of this case may require and to this honorable court shall seem meet.

And may it please your honors to grant to your orators a writ of subpoena of the United States of America, issuing out of and under the seal of this court, directed to said Mount Washington Railway Company, the Boston, Concord & Montreal Railroad Company, said Concord & Montreal Railroad Company, and said Walter Aiken, the defendants, commanding him and them on a day certain therein to be named; and under a certain penalty, to be and appear in this honorable court, then .and there to answer all and singular the promises, and to stand to perform, and abide such further order, direction, and decree as may be made against them or either of them. And your orators, as in duty bound, will ever. pray.

E. S. COE, AND DAVID PINGREE, *trustees.*

## Amendment to Bill Of Complaint
## Filed Sept. 10, 1891

The orators *(Coe & Pingree)* amend their original bill filed in this cause by making the following additional allegations and prayer: That the supposed railroad of said Mount Washington Railway Company is built from the base to the summit of Mount Washington with a cog rail in the centre of the track, and the engines and cars of said company have attached to them cog wheels to run upon said cog rails, and thus to elevate the engines and cars up the incline of the rails of said road from the base to the summit of said mountain, with an elevation of about four thousand feet in a horizontal distance of about two and one half miles. That there are and can be no habitations along the line of said road between the terminal thereof, and the habitations and buildings at the termini of said road are built, used, and occupied only for accommodation of visitors to said mountain, and employees of said railway company and the owners or lessees of said Summit House. That said buildings at the termini of said railroad are only inhabited or used during the summer season of each year. That there is no traffic, commerce, or business on said railroad except in conveying passengers up and down said mountain from the base to the summit for the purpose of sight-seeing, and for employees and supplies for the defendants and railroad and Summit House. That said railroad cannot be operated during the winter season, and if its operation were possible in the winter season it would have no business to do, and that said engines and cars are only run upon said road during about three months of each year, to wit, from about the 15th day of June to the 15th day of September, and during the season of the year when visitors go to the White Mountains. That said engines and cars are constructed and are run from the base to the summit of said mountain for the purpose of carrying persons up and down said mountain for sight-seeing from said summit, and said road is not a railroad for the transportation of passengers and freight so as to be of public utility and use.

That the additional location attempted to be made upon the lands of the plaintiffs on said summit; is not a taking of the plaintiffs' said land for a public use, such as is authorized by the constitution and laws of the state of New Hampshire.

Wherefore said additional location upon the plaintiffs' said land is illegal and void, and should be annulled and set aside.

Wherefore the plaintifts pray that said additional location upon the plaintiffs' said land may be set aside and annulled. W. & H. HEYWOOD, *Plaintiffs' Solicitors.*

The above amendment to be inserted in the original bill at the end of the allegations of said original bill.
W. & H. HEYWOOD, *Plaintiffs' Solicitors.*

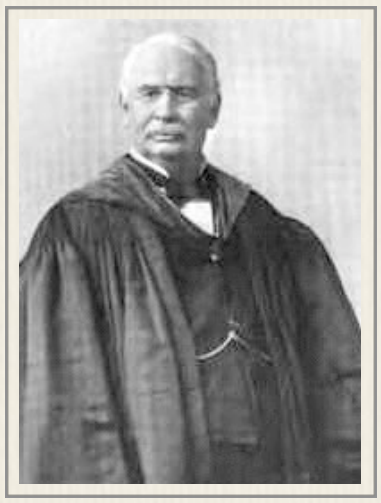


## ≺1892≻

**Mt. Washington Ry. Co.**
**v. Coe et all.**
**May 10, 1892**

**50 F. 637 -Circuit Court, D. New Hampshire.**
**State of New Hampshire**

Attorneys and Law Firms
*637 W. & H. Heywood, Oliver E. Branch, and Harry G. Sargent, for appellants.
Sanborn & Hardy and Frank S. Streeter, for appellee.


*Judge Edgar Aldrich*
*US District Court - NH*

Opinion - ALDRICH, District Judge.

The Mt. Washington Railway Company, a corporation existing and operating a railroad under the laws of New Hampshire, sought under the right of eminent domain to condemn for railroad purposes certain lands on the summit of Mt. Washington, supposed to be owned by Coe and Pingree. To this end a location was filed in the office of the secretary of state, and proceedings had before the railroad commissioners in accordance with the provisions of the statutes of New Hampshire. Under a statute which secures such right the landowners appealed to the supreme court for the southern district of the county of Coös, assigning as a reason that they were aggrieved by the appraisal of damages by the railroad commissioners. The appeal was entered in the office of the clerk of the supreme court on the 23d day of October, 1889, and the terms of such court are by law held in April and October of each year. The landowners, (Coe, a resident of Maine, and Pingree, a resident of Massachusetts,) on the 12th day of August, 1891, filed with the clerk of the state court a petition and bond in the usual form for removal of causes, and properly certified copies thereof were entered in the clerk's office of this court, on the 8th day of October, 1891, and on the following day the corporation moved to remand to the state court, assigning three causes: (1) That the landowners are plaintiffs, and not defendants; (2) that the bond was not submitted to the state court for its approval; and (3) that the petition for removal was not filed in season.

If the landowners sustained the relation of plaintiffs, and the party exercising the right of eminent domain that of defendant, as seems to be assumed in Rorer on Railroads, (426,) and in numerous cases cited in the notes, as well as in Chase v. Railroad Co., 20 N.H. 195, and Boom Co. v. Patterson, 98 U.S. 403, (and such assumption seems to have obtained in practice, at least, in New Hampshire,) then this proceeding should be remanded, as plaintiffs are clearly not within the removal provisions *638 of the act of 1887. But if, on the contrary,— which seems to me to be more logical,— the party who, under the delegated right of eminent domain, takes the initiative and the affirmative in the statutory mode prescribed for the appropriation or condemnation of private property to public uses,— asserting that the public good so requires,— stands as plaintiff, and the landowners who defend their private rights and possessions against such affirmative action on the part of the corporation stand as defendants, then the proceeding, after it reaches the supreme court of the state, takes the form of a suit at law, and is a controversy subject to the ordinary incidents of a civil suit and the rules of the court governing the practice in legal proceedings. Boom Co. v. Patterson, supra.

Section 3 of the act of congress of March 3, 1887, as amended by section 3 of the act of August 13, 1888, provides, in effect, that a party entitled to remove a suit on the ground of nonresidence may do so by filing a petition and bond in the state court at the time, or any time before the defendant is required by the laws of the state or the rule of the state court in which such suit is brought to answer or plead to the declaration or complaint of the plaintiff. It is very plain— indeed, it is conceded in argument— that the petition for the removal was late, provided there is a rule of the state court in respect to pleadings which is applicable to this class of cases. It appears by a rule of the supreme court for the state of New Hampshire, duly promulgated as a rule of practice in proceedings at law, that 'all special pleas shall be filed with the clerk of the court, or delivered to the plaintiff's attorney, within 90 days from the commencement of the term when the action is entered; otherwise the cause shall be tried upon the general issue, ' and the general issue is treated as in, as of course; and by a rule in equity answers are to be filed within 60 days. The petition for removal was filed in this cause nearly two years after the parties who now seek a removal entered their appeal in the state court.

It is urged, however, in argument, that neither the limitation in section 3 of the act of congress in respect to time, nor the rules of the state court, apply to this controversy; for the reason that it is not a proceeding subject to the ordinary rules of pleading and practice above referred to, and that, therefore, the right of removal is not limited, and may be exercised at any stage of the proceeding. I cannot adopt this view. It is well understood that prior to the federal acts of 1887 and 1888 there was a general feeling of unrest and insecurity by reason of the delays and uncertainties resulting from the indefinite time limit, and the broad provisions as to separation of parties and issues under then existing removal laws. The act of 1875 provided, in substance, that either nonresident party, or any one or more nonresident plaintiffs or defendants, might remove before or at the term at which the cause could be first tried. Under the provisions of this act, there were great confusion, uncertainty, and diversity of judicial opinion, and the delays resulting were obnoxious and burdensome to parties, and such as amounted to a practical denial of justice; and the situation presented was repugnant to our system of government, which aims to provide its citizens *639 and property holders with facilities for speedy, inexpensive, and certain adjustment of disputed rights. And in 1887 and 1888 congress, responding to this widespread dissatisfaction, sought to remedy the evil by more clearly defining the jurisdiction of the federal courts, and the rights of parties in respect to removal of causes. And, among other things, it withdrew from plaintiffs the right of removal. It provided a clear and express time limit; it adopted more definite provisions as to separation of parties and issues; and, as is urged by some, limited the right of removal to cases over which the federal courts have original cognizance, and jurisdiction concurrent with the courts of the several states. It is apparent that the purpose of this legislation was to include within the time limit all classes of cases removable on the ground of diverse citizenship, except such as are within the local prejudice clause; and a construction of the statute and the rule of the state court, which should exempt a large class of cases from its operation, and thereby extend the right of removal indefinitely, would defeat the manifest intention of congress, and would be wrong.

Under the practice in the state courts of New Hampshire, this class of cases is subject to the ordinary rules obtaining in judicial procedure. Section 17, c. 160, Gen. Laws N.H., which gives the right of appeal from the railroad commissioners, provides that upon such appeal the same proceedings shall be had as on appeal from the award of damages by the county commissioners. The assessment of damages for land taken for railroad purposes is based, it is true, on the general right delegated by the state, subject to the right of appeal to the supreme court; and it is also true that such court, when a proceeding is brought there on appeal, may exercise supervision over the proceedings and the doings of the tribunal from which the appeal is taken. It will not be contended that the state, in delegating to railroads the right to appropriate lands, confers the power to take lands for all purposes and under all circumstances; and under the practice in New Hampshire, as I understand it, the landowner in a proceeding of this character, in a proper case, might interpose a plea in bar that there was no such corporation, that the corporate existence had expired by limitation, or that the alleged use was fictitious, and, while the ostensible purpose was for railroad use, the real purpose was banking or some other unauthorized use; and he might, by plea or motion, raise any question of jurisdiction or want of power in respect to the court or commissioners shown on the face of the papers, as, for instance, that the requirements of the statute in respect to notice or other things had not been complied with; or that the location was on one tract of land, and the assessment on another; or that the assessment was made by the commissioners of the state of New York, and not by the commissioners of New Hampshire; and in such case the question of right would doubtless be determined in the same proceeding, and, if adversely to the railroad, judgment would be entered accordingly, rather than proceed to reassess damages in a void and illegal proceeding, leaving the parties to independent process to set the assessment aside; and, in the event that no such special questions should be *640 raised within the 90-day rule referred to, it follows that the cause would be tried upon the general issue, which, under the statute and the rule of the court as well, would involve the single issue as to the value of the land.

Holding the view that if the landowners are plaintiffs they are not within the provisions of the removal act of 1887, and if they are defendants that the rule of the state court applies, and that the landowners are therefore late in point of time, it is not necessary to consider the other ground raised by the motion, nor the further question which might be raised as to whether this class of cases is within the removal provisions of the act of 1887. The case should be remanded upon the grounds considered, and it is so ordered.

*All Citations 50 F. 637*

**MOTION FOR AMENDMENT FILED**
**Sept. 17, 1892**
**ALLOWED**
**Sept. 26, 1892**

"And your orators further say that said additional location filed by the said Mount Washington Railway Company, and changed as aforesaid by said railroad commissioners, is irregular, defective, uncertain, and void, for that the return thereof made to the office of the secretary of state does not correspond with the permanent monuments erected by said railroad commissioners on said summit to mark the boundaries and limits thereof, and that the description thereof in said return does not correspond with the survey of said additional location made by Charles H. Sleeper, attached to and made a part of said return, and that both the survey and the return do not correspond with the said permanent monuments."

COE & PINGREE,
*By:* HENRY HEYWOOD,
OLIVER E. BRANCH,
HENRY G. SARGENT.

**ANSWER FILED**
**in Accordance with Order of Sept. 26, 1892**
**on Oct. 8, 1892**

*The ,joint and several answer of the Defendants lo the entire bill of complaint of said Coe and Pingree.*

The defendants still protesting that this honorable court has no jurisdiction of this cause and in making these pleadings by virtue of an express. order of this court) by protestation not confessing or acknowledging all or any of the matters and things in the said bill of complaint to be true in such manner and form as the same are therein set forth and alleged, and reserving to themselves all right of exception to said bill of complaint, make answer unto the entire bill (including that part of said bill to which the defendants' demurrer of August 19, 1892, was filed and overruled by the court), and say as follows :

That they are informed and believe that said Coe and Pingree have title to the laud of an unorganized place called Sargent's Purchase, as stated in the bill, but these defendants deny that the summit of Mount Washington is within the limits of said Sargent's Purchase, or that said Coe and Pingree have any valid or equitable title to any land covering the whole summit of Mount Washington in New Hampshire, as stated in the bill.

Defendants admit that said Mount Washington Railway. Company was duly organized as a railroad corporation under a charter from the state of New Hampshire, granting the general powers conferred by the laws of said state upon railroad corporations for the purpose of locating, building, maintaining, and operating a three-rail railroad from the base to the summit of said Mount Washington, as alleged in complainants' bill, and made location of its way according to law on the twenty-fifth day of September, A. D. 1869, and also made due payment of the sum awarded for damage for all land within said location, to wit, the sum of ninety-one dollars and fifty cents; defendants deny that any land on the summit of Mount Washington was included in said location for side tracks, wood sheds, repair shops, engine, car, and freight houses, turn-tables and depot purposes, or that the land taken on said summit by virtue of said location was or has ever since been sufficient for the proper and legal uses of said railway company, and aver that all the land on said summit included in said location was within an area ninety-nine feet long and seventy-four feet wide. Defendants further answering, admit that three several indentures leasing certain land on the summit of Mount Washington were executed between the Jackson Iron Manufacturing Company, said Coe and Pingree, and defendants, but deny that said indentures were executed for the purposes set forth in complainants bill, or that the explanations, comments, and statements in complainants' bill concerning said indentures, or of the acts of complainants in consequence of the same are true, and defendants pray that complainants be required to produce in court said indentures, and to ofter due legal proof of the execution and contents of any indenture upon which complainants rely for showing any matter or thing set forth in their bill of complaint; and especially and in detail do defendants and each of them deny all allegations of fraud and of their fraudulent conduct, or of any act tending or intending to defraud complainants, or

to mislead or deceive them regarding said indentures or either them, or of any want of good faith in any dealings with complainants concerning any transactions set forth in complainants' bill. Defendants admit that said railway has been in operation since the year 1870, and aver that the whole capital stock of said railway company is one hundred and twenty-nine thousand and five hundred dollars, and that the cost of building and equipping said railway was largely in excess of that sum.

And defendants aver that soon after said railroad was opened for business it became manifest that it could not be successfully operated, and could not comply with its legal obligations to safely transport and care for travelers to and from the summit of Mount Washington, unless some suitable building should be erected and maintained for a railway station, affording careful shelter from the storms and tempestuous weather incident to the climate at the summit of Mount Washington, including facilities for lodging and victualing such travelers and the employees engaged in operating the trains over said railway, and thereupon said railway company applied to the complainants to erect or cause to be erected a hotel upon said summit, which complainants declined to do; and thereupon said railway company, not having any money for such a purpose, afterward negotiated with said Aiken and one John E. Lyon, acting on behalf of said Boston, Concord & Montreal Railroad Company, for the erection of a railway station upon the said original location of land of said railway company on the summit of Mount Washington, which station should contain facilities for lodging and victualing travelers and employees as aforesaid; and said Aiken and said Lyon did erect said building substantially upon said land at an expense of about seventy-five thousand dollars, which said building is the Summit House named in complainants' bill; that complainants never gave nor were asked to give consent for the erection of said building upon said location, but the same was erected by sanction of said railway company under its .claim of the right to erect said building.

And defendants aver that it was within the legal powers of said railway company to cause to be erected on land within the limits of its right of way on the summit of Mount Washington the aforesaid building for its station, and for the lodging and victualing of travelers over said railway and its employees, and that without such provision said railway cannot be operated and cannot be made to accomplish the purpose for which said railway company was chartered.

And further answering, defendants say that said .Aiken and said Boston, Concord & Montreal Railroad Company, in order to secure to themselves prospective returns for their large venture in erecting said building for said railway company, did procure from complainants under the name of the Jackson Iron Manufacturing Company to said railway a lease of all the land on the summit of Mount Washington claimed by complainants, amounting to nearly two hundred acres, which lease was twice renewed, the said Aiken and the said Boston, Concord & Montreal Railroad Company paying the rent therefor and making such additions to said original building upon the land so leased of complainants as the increased business of said railway required, the said Aiken and the said Boston, Concord & Montreal Railroad Company ever since furnishing to said Mount Washington Railway adequate station facilities in said building, and accommodations for board and lodging of travelers and employees therein, in consideration of the occupation of said railway's land by said building; that all the indentures executed between complainants and defendants were by their terms subject to all the rights and interests of said Mount Washington Railway Company in the land within the first location of its right of way, and all buildings upon said location required for the proper and convenient use of said railway were by the terms of all said indentures especially exempted from sale or transfer to, or ownership or occupation by the complainants; by force of which provisions complainants are not entitled to any decree for such sale and transfer of said building so erected by said Aiken and said Lyon for said railway company so long as such building is required by said railway for its station or for a place to lodge and board its employees engaged in conducting trains to and from said summit, or for a refuge for travelers over said railway from the sudden and dangerous storms common to that locality.

And further answering, defendants say that owing to the increased business of said railway company it was necessary for it to own and occupy more land for terminal facilities upon said summit, and said company applied to complainants for the same; but being unable to procure such land, said railway company made a location of additional land upon said summit, and filed a description of said location in the office of the secretary of state for the state of New Hampshire, as they might legally do; and thereafterwards complainants filed their petition praying the board of railroad commissioners of said state of New Hampshire to change, annul, and make void said location, alleging, among other reasons, that said land was not required by said railway company for railroad purposes, and that said railway company already had land on said summit sufficient for its use; and

upon hearing upon said petition had by said board, wherein the complainants were present by themselves and by their counsel, said board of railroad commissioners did cut off, restrict, and diminish said location and did set out a less quantity of land and did lay out and assign the same less quantity to said railway company by metes and bounds, as and for its location, for side tracks, wood sheds, repair shops, engine, car, and freight houses, turn-tables, and depot purposes, and made return of said newly assigned location to said office of said secretary of state; and upon further proceedings duly had said board of railroad commissioners appraised the damage to the complainants for the land taken within said new location at the sum of twenty-seven hundred and fifty dollars, from which appraisal complainants are now prosecuting their appeal. And defendants show that by the constitution and laws of said state said railway company is a public corporation, empowered to locate and take within the limits and purposes prescribed by law such land as it requires for its safe, convenient, and successful operation, and that all action of said railway company in this behalf is subject to revision by the board of railroad commissioners, a tribunal constituted by the laws of said state to take final jurisdiction of proceedings to annul or vary locations of land made by railway companies.

And further answering, defendants say that having paid said amount awarded as before set forth to the treasurer of said state of New Hampshire, as by law required, said railway company is now lawfully in possession and occupation of said last mentioned location of land on-the summit of Mount Washington, and designs to occupy the same for the purposes for which it was taken, and that in pursuance of said design said company has already built thereon engine and car houses, and intends to enlarge some buildings upon said land and erect others as it is able to do whenever litigation between complainants and said company shall cease. Defendants admit that the building joined to said Summit House, and a part thereof, known as the annex, is not upon the original location of said railway land, but is upon the new location herein last described, and that the said annex building is occupied land used for the same purposes as said original building, and that said use is legal and necessary for the operation of said railway:

Defendants deny that the said buildings occupy all of the land on the summit of Mount Washington, or the most desirable.sites upon which to erect hotels, or that said locations embrace all of the land or the most desirable land upon said summit, or that the same are laid out in any manner detrimental to complainants' other land on said summit beyond the proper and ordinary results of such taking of complainants' land, for which damages were awarded, all which said claims in the bill set forth were heard, considered, and adjudged by said board of railroad commissioners; and defendants deny that said railway company has done any act or thing whereby it has lost or forfeited any right to occupy its land upon said summit, and avers that no forfeiture of such rights should in any event be decreed in favor of complainants because complainants are the owners of a turnpike road to said summit, which competes with said railway for the patronage of travelers to said summit, and .therefore any ownership, control, or occupation of any of the property or franchises of said railway company upon said summit by complainants would practically close the operating of said railway, and thereby cause a decrease in the number of tourists and travelers to said summit. Defendants deny that the complete monopoly of said summit for hotel purposes is worth one hundred thousand dollars, and aver that complainants purchased said summit with two thousand acres of land surrounding it for the consideration of five hundred dollars of the state of New Hampshire through one Aurin M. Chase, whom complainants corruptly hired to secure said summit for them through fraud and misrepresentation, and that although the presence of said railway and its business has since greatly enhanced the pecuniary value of said summit, yet the said value is vastly less than one hundred thousand dollars.

Defendants admit that said railway is built with a cog-rail; that it is operated only in such seasons of the year as visitors do most go to the White Mountains, and that it is used mostly for carrying persons up and clown said mountain for sight-seeing from the summit of Mount Washington, as stated in complainants' amendment to their bill, but deny that it is not a railroad of public utility and use, and that therefore it is not entitled to hold land under the power of eminent domain; but defendants aver that said railway company was chartered by the legislature of New Hampshire with power to build such three-rail cog-wheel railway and no other, and empowered to take land therefor as provided by law for railroad corporations to do because such novel and ingenious method of ascending Mount Washington by railroad was deemed to be of great public utility in attracting visitors and tourists to said state to the great pecuniary profit of a large portion of the people of said state interested therein; that there- fore said.additional location is not illegal and void for any reasons set forth in complainants' amended bill; that said land is needed by said railway company inasmuch as said original location upon

said summit is not at all times sufficient to comfortably contain all travelers and tourists upon said summit transported by said railway, thereby inducing trespasses upon the land surrounding said original location and claimed to be owned by complainants and subjecting said travelers and tourists and employees of said railway company to the hazard of lawsuits, and said railway company to prosecution for failing to provide a suitable station as required by the laws of said state. Defendants deny that they have neglected and refused to appoint appraisers to appraise the property described in the bill; they admit that orders and .injunctions were made by the supreme court of New Hampshire adverse to the claims of complainants, set forth in their bill, upon a prior action then and now pending in said state court between the same parties for the same cause as this bill is brought, in substance as detailed in complainants' bill. Defendants further answering say, that the taking of the land for said additional location was in accordance with the design of said railway company to finally become sole occupants of said land, and the buildings upon said land required. for the suitable operation of its railroad whenever of sufficient financial ability to pay for such necessary buildings, so that said railway company may, as it rightfully should, have single possession and control of its entire way and terminal appointments; and defendants deny all and singular the allegations of complainants' bill not hereinbefore denied, admitted, or explained.

WALTER AIKEN,
MOUNT WASHINGTON RAILWAY COMPANY,
BOSTON, CONCORD & MONTREAL RAILROAD,
CONCORD & MONTREAL RAILROAD;
*By Solicitors,*
E. B. S. SANBORN,
F. S. STREETER.

CONCORD, N. H., October 8, 1892.

## Replication
## in Accordance with Order of Sept. 26, 1892
## Oct. 11, 1892

*The Replication of said Coe and Pingree, Complainants, to the Answer of the Complainants Bill, filed under the order of said Court made Sept. 26, 1892.*

The repliants, saving and reserving unto themselves now and at all times hereafter, all and all manner of benefit and advantage of exception, which may be had or taken to the manifold insufficiencies of the said answer, for replication thereunto, say, that they will aver, maintain, and prove their said bill of complaint to be true, certain, and sufficient in law to be answered unto and that the said answer of the defendants is uncertain, untrue, and insufficient to be replied unto by these repliants. Without this, that any other matter or thing whatsoever in the said answer, material or effectual in the law to be replied unto and herein and hereby well and sufficiently replied unto, confessed, or avoided, traversed, or denied is true.

All which matters and things these repliants are and will be ready to aver, maintain, and prove, as this honorable court shall direct, and humbly pray as in and by their said bill as amended they have already prayed.

E. S. COE,
DAVID PINGREE.
*By* HENRY HEYWOOD,
O. E. BRANCH,
HARRY G. SARGENT,
*Solicitors.*

*The Federal Reporter* - Volume 61
Cases Argued & Determined in
Circuit & District Courts of the United States
*June - August 1894 pgs.45-59*

**COE et al. v. AIKEN et al.**
**Circuit Court, D. New Hampshire**
**August 26, 1893. No. 228.**

**Issues in Case:**

***1. Eminent Domain–Contract—Estoppel.***

A party asking relief against a railway company upon a contract which necessarily assumes a right of eminent domain in the latter cannot, in the same suit, complain of an additional taking of lands, on the ground that the company is not of a kind to be invested with such right.

2. ***Same–Fraudulent Location–Setting Aside.***

A court of equity cannot set aside an adjudication of a proper tribunal determining and locating the quantity of lands required for a public use merely because the parties who brought about the adjudication had a fraudulent or illegal intent; but it must appear that the tribunal itself proceeded fraudulently, or in excess of its powers, or that it committed a gross mistake, or was imposed upon by fraudulent methods.

***3. Same–Extent of Location—Equity Jurisdiction.***

A court of equity has power to determine whether the amount of land taken is needed for public use, but in this respect the courts are liberal towards the party exercising the right, as the owner is protected by the requirement for compensation; and every reasonable intendment will be made in favor of the adjudication of the tribunal awarding the lands.

***4. Same-Uncertainty of Location.***

A location of lands taken for public use cannot stand if it is uncertain in law; but that it is uncertain in fact, so as to require a resort to the courts for settlement of its boundaries, does not render it uncertain in law, for in law that is certain which can be made certain.

***5. Contract –Construction.—Lease***.

The owners of a mountain summit leased a portion thereof to a tourists' railroad company for five years, with the privilege of erecting an hotel and other buildings thereon. At the termination of the lease, the lessors were to have the right to purchase whatever buildings were on the premises, whether within or without the limits of the railroad right of way, "excepting such parts of said buildings and improvements within said limits as may be required by said second party for the proper and convenient use of its road, and for its engines, cars, and repairs." A hotel and other buildings were accordingly erected, partly within and partly without the railroad location. The lease was twice renewed, and after the expiration of the last term, and before any adjustment was reached, the railroad company made an additional location, which was claimed to include the hotel and most of the other buildings. Held, that the question whether or not the buildings were required for railroad purposes was to be determined by the condition of things at the termination of the lease; that, reading the contract as a whole, the lessors were not to take any buildings required for strictly railroad uses, whether situated within or without the original location; that the word "required" should be read as "fairly required;" and that the hotel was not thus required for railroad purposes, as was conclusively proved by the fact that the railroad people had rented it to be run substantially as the lessors must run it, if they took it.



*Clerk Fremont E. Shurtleff*
*US Commissioner*
*District Court - NH (1891-1900)*

**Summary:**

Of Depositions & Evidence taken in Lancaster, New Hampshire before Freemont E. Shurtleff - U.S. Commissioner & Court Clerk *(right)* - a University of Michigan graduate (1884), he was admitted to the bar of New Hampshire in 1897,

This is a bill in equity brought by Ebenezer S. Coe and David Pingree, trustees, against Walter Aiken, the Boston, Concord & Montreal Railroad Company, the Mt.

Washington Railway Company, and the Concord & Montreal Railroad Company for specific performance of a contract, and the setting aside of a railroad lo cation, and for an injunction to restrain the defendants from maintaining an hotel on Mt. Washington. See50 Fed. 637,640.

The complainants allege that they were owners of the land covering the summit of Mt. Washington; that on the 1st day of July, 1872, the Jackson Iron Manufacturing Company, then the owners of the summit, executed a lease to the Mt. Washington Railway Company of the land included within a circle of the radius of 100 rods in length, extending from the central point of the end of the Mt. Washington railway on the summit; that the lease was given with the view that the railway company should erect an hotel upon the summit, or permit some person to erect one, reserving to the lessors the right at the expiration of the term of the lease to purchase whatever buildings and improvements then should be on the premises, including that portion of said buildings that should be within the limits of the railroad as located, except such parts of said buildings and improvements as might be required by said railroad company "for the proper and convenient use of its road, and for its engines, cars, and repairs," at their original cost, and, relying upon the performance of said agreement, the iron manufacturing company permitted the hotel to be erected upon the premises thus leased; that the hotel was in fact built by Walter Aiken and the Boston, Concord & Montreal Railroad, and mainly located upon the location of the Mt. Washington Railway Company upon the summit of the mountain, but some portion of it being outside of that location, and upon the leased premises. Before the expiration of the said first lease, the title to the summit was transferred from the Jackson Iron Manufacturing Company to the complainants, as trustees of the estate of David Pingree, deceased, who, applying for statement of the cost of hotel, received from Aiken and the Boston, Concord & Montreal Railroad a statement of cost amounting to $70,000, which complainants believe much larger than the actual cost, and made fraudulently and purposely to prevent complainants taking the hotel, and to enable the owners to retain it for another five years. On the 26th day of October, 1877, the complainants executed a second lease to the Mt. Washington Railway Company, with substantially the same provisions as to the conveyance of the buildings to the lessors as were contained in the first lease, except that they were to be conveyed to them at an appraisal. The bill alleges that under this second lease an attempted appraisal was made, but defendant Aiken objected to the appraisal being made, on the ground that he and the Boston, Concord & Montreal Railroad were the owners of the hotel and furniture, and were not bound by the contracts contained in the lease; that on the 9th day of May, 1883, the complainants executed a third lease to the Mt. Washington Railway Company for the term of five years from the 1st day of November, 1882, of the same premises as were described in the other leases, and with the same provision as to the conveyance of the buildings, furniture, fixtures, and improvements at the termination of the lease, the value of said property to be determined by the parties, and, if they could not agree, then to be determined by an appraisal by three disinterested parties to be agreed upon, or, in case they could not agree, the appraisers were to be a p pointed by the chief justice of the supreme court of New Hampshire upon the application of either party, and in this last lease it was agreed that no new or additional buildings should be erected by the lessees upon the premises without the consent of the lessor. The defendants Aiken and the Boston, Concord & Montreal Railroad were parties to this lease, and by the lease it was provided that, in case the plaintiffs should desire to purchase the property referred to at the expiration of the lease, the Mt. Washington Railway Company should have the right to include in the sale all rights, titles, and interest of said Aiken and the Boston, Concord & Montreal Railroad, or either of them, as owners, and make proper and sufficient conveyance thereof to the plaintiffs, with the understanding that the Mt. Washington Railway Company should account to Aiken and the Boston, Concord & Montreal Railroad, respectively, for the value of their rights in the property so sold and conveyed, and that each party should execute such further instruments as might be necessary and proper to carry into full effect the intent and meaning of said indenture. In the lease, the Mt. Washington Railway Company agreed with the plaintiffs that they might use the buildings and improvements, wherever they were located and built, for the same purposes and uses as they had been used and occupied, for the term of five years after the expiration of the lease, and that, at the expiration of said five years, the plaintiffs might remove the improvements and buildings from said railroad location for their own use and control, and manage the business therein in a proper manner so as to furnish good accommodation therein to the public, or that they would cause the same to be done. Under the provisions of the last lease, Mr. Aiken, by permission of the plaintiffs, built an addition to the hotel outside of the railroad location, and on the leased premises. On the date of the expiration of the last lease, the complainants applied to the railway, Mr. Aiken, and the Boston, Concord & Montreal Railroad for an appraisal of the property; thereupon they were served with notice in the name of the railway company that the company needed the buildings for railroad purposes. The original location of the Mt. Washington Railway Company was made in 1869, and

in 1889 the railroad commissioners of New Hampshire made an additional location which covered the whole site of the Summit House and addition which the complainants claimed to have conveyed to them under the terms of the last lease, and of such form and extent as to render the remaining land on the Summit of no value for the erection of an hotel thereon; and the present hotel is maintained by the railway company without right or authority, and it has forfeited all right to the land so devoted by them. Said additional location was defective on the ground that the return made by the commissioners did not correspond with the monuments fixed upon the ground, or with the monuments described in the com missioners' return; and the additional location was made for the purpose of avoiding the performance of the contract, and was not for the legitimate and proper use of the railway company, but was intended for the use and purposes of Mr. Aiken and the Concord & Montreal Railroad, who were then the owners of the interest of the Boston, Concord & Montreal Railroad in the hotel, to enable them to maintain the hotel for their own use, the original railroad location upon the summit being sufficient for all the legitimate uses of the railroad. After the expiration of the last lease, November 1, 1887, the Mt. Washington Railway Company paid the rental to the plaintiffs for two years, and, immediately after the filing of the additional location, Mr. Aiken notified the plaintiffs that he should not continue to pay rent. Since that date Aiken and the Concord & Montreal Railroad have leased the hotel at an annual rental of $9,000 a year.

The bill further alleges, in substance, that the railroad was a unique thing, built with a cog rail for the purpose of carrying sightseers from the base to the summit of the mountain, and was not such a railroad as would entitle the railroad company to take property of an individual, under the right of eminent domain, for the public use. The bill prays for the specific performance of the contract to assign and convey the hotel to the plaintiffs, and that there should be a portion or all of said additional location set aside and assigned to them as would give them a convenient and proper site upon the summit for the hotel when assigned to them, and also that said additional location should be set aside on account of its not being authorized, and on account of its having been used and appropriated to improper use as alleged in the bill; and the bill further prays that Aiken and the Concord & Montreal Railroad should account for the rental of the hotel after the time they refused to pay the ground rent, and that the defendants be perpetually enjoined from using any part of the land on the summit for hotel purposes.

The answer admits the original location of the Mt. Washington Railway Company under an act of the legislature of the state of New Hampshire in the year 1869, but denies that said location included any land upon the summit for side tracks, wood sheds, repair shops, engine, car, and freight houses, turntables, and depot purposes, or that said original location was ever sufficient for the proper uses of the railway company. It admits the execution of the several leases set out in the bill, but denies that they were executed for the purposes claimed in the bill. It alleges that, immediately upon the first location of the road, it became manifest that, for the security of travelers to the summit, it was necessary that a suitable building should be erected for a railroad station, and to afford shelter to passengers upon the summit of the mountain, and that the railway company negotiated with Mr. Aiken and Mr. Lyon, president of the Boston, Concord & Montreal Railroad, to erect a railroad station, which station should contain facilities for lodging and caring for travelers, and that it was within the legal powers of the railway company to cause said building to be erected for those purposes; that Aiken and the Boston, Concord & Montreal Railroad procured the lease from the Jack son Iron Manufacturing Company, and made the addition to the original building upon the land so leased, and that Aiken and the Boston, Concord & Montreal Railroad ever since furnished to the Mt. Washington Railway Company adequate station facilities in the building, and accommodations for lodging and board of travelers and employees; that all the indentures between the plaintiffs and defendants were subject to the rights and interest of the railway company in the land included within the original location, and that all buildings upon the summit required for the proper and convenient use of the railway were, by the terms of the indenture, exempted from sale or transfer to, or ownership or occupation by, the complainants, and by force of these provisions the complainants are not entitled to any decree for the sale and transfer of said buildings to them so long as the same are required by the railway for its station, or a place to lodge and board its employees, and for a refuge for its passengers; that, on account of the increased business of the railroad, the railroad company made an additional location, which was filed in the office of the secretary of state, and afterwards the complainants applied to the railroad commissioners for a change of the location and, upon hearing before the commissioners, they did cut off, restrict, and diminish the additional location that was made by the railway company, and set out a less quantity of land by metes and bounds *(Ed note: a metes-and-bounds description uses lengths and angles of boundaries starting at the point of beginning known as POB)* to

the railway company for its location for side tracks, wood sheds, repair shops, etc.; that, upon further proceeding, the railroad commissioners appraised the damages to the complainants for the land thus taken. They allege that the railroad commissioners are a judicial tribunal established by the laws of the state, and have final jurisdiction for the purpose of annulling or varying a location made by the railroad company, and that the railway company has paid the damages assessed by the commissioners, and claim that the railroad commissioners' location of said additional land was final and conclusive; that said location was not detrimental to complainants' other land beyond the ordinary results of such taking; that the railway company has done nothing by which they have forfeited any rights to the land occupied by them for railroad purposes, or that the additional location is defective or illegal, and they claim that a railroad of the construction of this one is for a railroad of public utility and use, and is entitled to hold land under the power of eminent domain.

**Arguments:**

***Henry Heywood, Oliver E. Branch, Harry Sargent, and Everett Fletcher, for complainants.***

On the question of specific performance, the complainants claim that the last lease contained a complete contract in writing signed by all the parties, and in every respect sufficient to comply with the requirements of the statute of frauds; that the provisions of the lease, taken in connection with the evidence, which is always admitted in determining the subject-matter of a contract and in giving an interpretation of a written instrument, shows a full and complete contract on the part of the Mt. Washington Railway Company and Aiken and the Boston, Concord & Montreal Railroad, to whose interest the Concord & Montreal Railroad has succeeded, for the conveyance of the house and furniture and the laundry and fixtures, as they are all included in the last lease. The exception made in the contract of "such parts of the buildings and improvements within said limits as may be required by said second party (the railway company) for the proper and convenient use of its road, and for its engines, cars, and repairs," has reference to the rights given by the statutes of New Hampshire to the railway company to take land of an individual for railroad purposes; those rights being specified by statute to take land for the roadbed, with necessary additions for excavations and embankments, and such lands as may be necessary for yards, side tracks, wood sheds, repair shops, turntables, gravel pits, engine, car, and freight houses and depots, and for making provisions to supply their buildings and engines with water; that the provisions of the lease in relation to the rights of the complainants to keep the buildings upon the railroad location for such purposes as they had heretofore been used and occupied show that the contract applied to the hotel, and not to railroad buildings; and, also, the provisions in relation to making additions with the assent of the owners, and that Mr. Aiken did make an addition under that provision to the hotel, show that the hotel was the subject-matter of the contract. That the additional location was irregular and void, the complainants rely upon *Green's Brice, Ultra Wires, p. 395, note a; State v. Jersey City, 25 N. J. Law, 309; Cassidy v. Railroad Co., 45 Me. 263; Railroad Co. v. Smith, 78 Ill. 96; Platt v. Bright, 29 N. J. Eq. 129; Hazen v. Railroad Co., 2 Gray, 574; Vail v. Railroad Co., 21 N. J. Law, 189; Strang v. Railroad Co., 16 Wis. 666; Railroad Co. v. Munson, 57, Mich. 42, 23 N.W. 455; Railroad Co. v. Wallace, 14 Pa. St. 245; Railroad Co. v. Bruner, 55 Pa. St. 318; Railroad Co. v. Porter, 29 Pa. St. 165; In re New York C. & H. R. R. Co., 90 N. Y. 342.* That a railroad of this description was not such a public use as would authorize the acquiring of land by the power of eminent domain, the complainants rely largely upon the case of *In re Niagara Falls & W. Ry. Co., 108 N. Y. 375, 15 N. E. 424); St. Joseph Terminal IR. Co. v. Hannibal & St. J. It. Co., 94 Mo. 5:35, 6 S. W. G.91; Aldridge v. Spears, 101 Mo. 400, 14 S. W. 118; In re Eureka Basin Warehouse & Manuf'g Co., 96. N. Y. 42.* That the court might decree for restitution of unnecessary land taken by the railroad commissioners, the plaintiffs rely upon *Dodd v. Rail road Co., 33 Law T.311; People v. Pittsburgh R. Co., 53 Cal. 694; Edgewood Ry. Co.'s Appeal, 79 Pa. St. 257; Central R. Co. v. Pennsylvania R. Co., 31 N. J. Eq. 475.* And that the court had power to set aside and make restitution of such lands as the railroad company did not use, they refer to *Neimeyer v. Railroad Co., 43 Ark. 111; Central R. Co. v. Pennsylvania R. Co., 31 N. J. Eq. 47.5; Webb v. Railway Co., 4 Mylne & C. 119; Eversfield v. Railway Co., 3 De Gex & J.2S5.*

***E. B. S. Sanborn and Frank S. Streeter, for defendants.***

1. The plaintiffs, by contract or otherwise, have no right to purchase the Summit House and fixtures.

2. The present site of the Summit House, being the railway company's original location, cannot be taken by the plaintiffs or assigned to them by the court.

3. The additional location was legally made, and cannot be annulled, in whole or in part, by any just order of court.

4. The plaintiffs are not entitled to an accounting.

5. The maintenance of the Summit House by the railway company has been and is within the lawful powers of the company, and its further maintenance cannot properly be enjoined.

6. The plaintiffs are estopped from claiming that the railway company may not maintain the Summit House as heretofore.

We deny that the Summit House of Mt. Washington is in Sargent's Purchase, but, from the testimony of plaintiffs' counsel, and the deeds put into the case, we are obliged to admit that the plaintiffs have a paper title to the summit, which they bought in 1867 of one Aurin N. Chase, whom the plaintiffs hired to procure the passage of a resolution through the New Hampshire legislature for the sale of state's land, whereby they intended to procure, and did procure, for the sum aforesaid this paper title. Whether this title was obtained by the plaintiffs under such circumstances as to divest the state of New Hampshire of its title to the summit of Mt. Washington and preclude the state from now asserting its right thereto is not properly before this court. That question is for the state authorities. The respondents cannot controvert in this proceeding the plaintiffs' paper title.

**I.** The plaintiffs, by contract or otherwise, have no right to purchase the Summit House and fixtures. Plaintiffs' right of purchase, if it exists, must be found from the following language in the lease of May 9, 1883: "And if, at the termination of this lease, said first party shall desire to purchase whatever buildings, together with the fixtures and furniture therein, and improvements which may have been made and shall then be on said premises, including also those portions thereof which may be within the limits of the aforesaid road of the second party, excepting such parts of said buildings and improvements within said limits as may be required by said second party for the proper and convenient use of its road, and for its engines, cars, and repairs, * * * the second party shall sell the same to said first party at the value thereof," etc. The plaintiffs' leases did not cover the land on the summit included within the railway location. At the time the last lease was made, the Summit House was the only building inside of the location. By the terms of the lease, the plaintiffs reserved the unqualified right to purchase whatever buildings and improvements may have been made and shall then be on said premises. By the "premises" they meant the leased premises outside of the railway location, and they reserved the unconditional right to buy at their cost whatever buildings lessees might erect during the term outside the original location. Having thus settled the question of the plaintiffs' right of purchase of buildings on the leased lands (outside the rail way location), they then dealt with the question of reserving a right of purchasing buildings which the railway company might erect on its own land (within the location), and as to these buildings the railway company did not give, nor did the plaintiffs take, an unconditional right of purchase, but they took the right subject to a very important exception, viz. "excepting such parts of said buildings and improvements as may be required by said second party for the proper and convenient use of its road, and for its engines, cars, and repairs." This exception was general in its terms, and could not be confined to any particular building or class of buildings which the railway company might erect during the term of the lease, provided the company, at the termination of the lease, required the building so erected for the "proper and convenient use of its road." At the expiration of the lease, there were buildings on the leased premises outside the railway location. By the terms of the contract the plaintiffs, if they desired, might purchase these buildings. As to these buildings, there were no conditions attached to the plaintiffs' right of purchase. The Summit House was within the location, and by the terms of the contract, if the plaintiffs so desired, they might buy the Summit House, provided "the railway company did not then require it for the proper and convenient use of its road." The right to determine what buildings were required for such use was not left to the discretion of the plaintiffs or that of the court; it was left solely to the railway company. The parties might have made a different contract, and provided that referees or the court, or Some other tribunal, should determine whether the Summit House was or was not required for the proper and convenient use of the road. They did not make such a contract. They agreed that the railway company should exercise its sole discretion upon that subject, and determine for itself what it required. In accordance with the right reserved to it by the contract, the railway company has exercised its discretion, and determined that question. November 1, 1887, the plaintiffs notified the railway company that they desired to purchase all the buildings. December 27, 1887, the railway company served notice upon the plaintiff's that it required said buildings (meaning the Summit House) for the proper and convenient use of its road within the terms of the contract. In giving said notice, the defendants exercised the legal right plainly reserved to them by the contract. By that notice the plaintiffs' condition: right of purchasing buildings within the location on the summit, viz. the Summit House, was terminated.

**III**. The additional location was legally made, and cannot be annulled, in whole or in part, by any just order of the court. January 3, 1888, the railway company filed its location "of additional land on said summit of Mt. Washing ton for side tracks, wood sheds, repair shops, engine, car, and freight houses, turntables, and depot purposes, and all other purposes that are incidental there to, or may be necessary to carry.into effect the object for which the Mt. Washington Railway Company was established." This location covered about five and a half acres of land, and the location, with the plan and survey, was filed in the office of the secretary of state. Proceedings were had under the authority of Gen. Laws N.H. c.160,§29. Plaintiffs, being dissatisfied with the additional location made by the railway company, applied to the railroad commissioners for a change, alleging that the railway company "have already sufficient land for all necessary uses, and all that is needed for the management of their railway, but they desire to take the said land for other purposes." It was upon this issue that the hearing before the railroad commissioners was had. After a full hearing, the commissioners made their decision, reducing the boundaries of an additional location as made by the railway company, established new boundaries, found as a fact that the location as fixed by them was necessary to the railway company for side tracks and the other purposes indicated by the statute, and made their return to the office of the secretary of state. Upon the return of the additional location, the plaintiffs were bound to apply to the court to annul the judgment, or to acquiesce in the judgment. Instead of attacking the judgment, they acquiesced in and assented to it. They do not charge the railroad commissioners with fraud or corruption, but admit the contrary. On the day the return was filed by the commissioners, the railway company applied to them to appraise the damages to the plaintiffs for the taking of the land. Hearing was had, at which all parties were present. The damages were awarded, and the plain tiffs took their appeal, not from the judgment determining the boundaries of the location, but from the award of damages for the land taken.

The necessity or propriety of appropriating private property for the use of the public or of the government is not a judicial question. The power of determining such necessity or propriety resides exclusively in the legislature. There is no restraint upon the legislative power except that requiring compensation to be made. The legislature may conclusively prescribe the methods by which the power shall be exercised, may appoint proper tribunals to determine (1) the necessity for the taking for any particular public use; (2) the amount or quantity to be taken; (3) the compensation to the owner for the property so taken. The legislature may provide an appeal from the judgment of said tribunals upon any one or more, or all or none, of the three questions; it may provide that the judgment of said tribunals shall be final and conclusive upon either or all of the three questions. The statute (Gen. Laws, c. 160, § 29) provided that railroad corporations may take and hold such land as may be necessary for side tracks, etc., and that, if the owner is dissatisfied with such location, either party may apply to the railroad commissioners, who may change the same as justice may require. From the decision of the railroad commissioners determining the necessity for the taking and the amount of land to be taken, and changing the location, as justice may require, no appeal has been provided by the legislature. Upon this question, the judgment of the railroad commissioners is final and conclusive; that judgment has the same validity and is as binding upon all the parties interested as any judgment of this court in a case where it has final jurisdiction of the subject-matter and the parties. The legislature might have provided for an appeal by either or both the parties interested, but it has not done so. If the judgment of the railroad commissioners in determining the amount of land to be taken, and the boundaries thereof, is unsatisfactory to the railway company they have no remedy; they are bound by the judgment, and cannot take any land outside of the boundaries prescribed by the commissioners. If the judgment of the railroad commissioners is unsatisfactory to the landowner, he has no remedy; he must submit to that judgment, but may recover full compensation for all land taken. It will be observed that the rights of the landowner are fully protected. He cannot appeal from the determination of the commissioners as to the amount of his land necessary to be taken; but upon the question of proper compensation for the land taken he may appeal, and have that compensation determined by a jury. The judgment is final. *Railroad Co. v. Speer, 56 Pa. St. 325; Struthers v. Railroad Co., S7 Pa. St. 282; Farnham v. Canal Co., 61 Pa. St. 265; Chambers v. St. Louis, 29 Mo. 543; Land v. Coffman, 50 Mo. 243; Hill v. Railroad Co., 32 Vt. 68; Swan v. Williams, 2 Mich. 437; Chicago, R. I. & P. R.Co. v. Town of Lake, 71 Ill. 333; People v. Smith, 21 N.Y. 595.* I therefore submit that both parties are concluded by the judgment of the commissioners of September 11, 1883, which fixed the limits of said additional location, and determined the fact that the land within said limits was necessary for the legitimate use of the railway company. Plaintiffs, pursuing their statutory remedy, applied to the railroad commissioners to change the location, claiming that the railway company had already sufficient land for all necessary uses, and that they desired to take the land for other purposes. These issues were tried, and finally adjudicated. The plaintiffs had their day in court. That adjudication was final; it cannot be reopened here.

**V.** The maintenance of the Summit House by the railway company for station purposes, and as a place of entertainment for its patrons, and for furnishing them food, lodging, and shelter while at the summit, is within the lawful powers of the railway company, and its further maintenance cannot be properly enjoined.

***The Court:*** That is a question for the attorney general of New Hampshire, not for this court.

**COE et al. v. AIKEN et al.**
**Circuit Court, D. New Hampshire**
**August 26, 1893. No. 228.**



*Judge William Putnam*
*US District Circuit Court - NH*

PUTNAM, *(William L.)* Circuit Judge. This is a very important case, and involves a large mass of facts; but the principles which govern it are to my mind simple, and, therefore, I think I had better dispose of it now. I am satisfied that, if I should delay the decision for the purpose of investigating, pending the investigation, which would necessarily be delayed somewhat, I should lose from my mind more than I should acquire.

Something has been said touching the title of the complainants, but it does not seem to be seriously contested. So far as the record goes, the complainants have been in possession since 1862, and are now in possession, subject to the interests of the Mt. Washington Railway Company and the other respondents, and no one disputes their title, so far as I can discover. For all the purposes of this case, and for the carrying out of the contract here under consideration, the title is certainly sufficient; and if not, yet, so far as this case is concerned, the respondents are estopped by the contract from disputing it.

The objections of complainants to the last location made by the railway corporation are threefold: (1) That the purposes for which this railway was constructed are not such as to make a public use within the meaning of the constitution; (2) that the location, as modified by the railroad commissioners, should be set aside, in whole or in part, for reasons which I will refer to later on; (3) that the location is defective on account of a confusion or error touching the point from which the first call in its description starts.

As to the first objection, the amended bill prays the court to set aside the location on the ground that the railway corporation has no power under the constitution to take lands by eminent domain. If I should grant that request, the decree which would be rendered would necessarily pull up the contract by the roots, as its whole scheme is based on the reverse idea. There is an inconsistency in asking relief on the contract, and at the same time denying that this corporation can avail itself of the right of eminent domain. So long as the complainants stand upon the contract, they are estopped, at any rate in any litigation in which they set it up, from obtaining relief on the other ground. I need not go further, although I have very positive views in harmony with the general position of the respondents, if I found it necessary to express them.

With reference to the second objection, there is no doubt in my mind that a court of equity may set aside the action of a tribunal of this character, either in whole or in part, if it is fraudulent in its nature or essence, or was fraudulently obtained. It may even go further, and, for the same reasons, set aside the judgment of a judicial tribunal. This is a fundamental principle of equity law. But it is not enough for that purpose that the parties who brought about the adjudication had a fraudulent or illegal intent. It must be shown that the tribunal itself proceeded fraudulently or in excess of its powers, or that it committed a gross mistake, or that the adjudication was obtained by fraudulent methods practiced upon or before the tribunal, as by false testimony. It is a well settled principle that a just result, otherwise lawful, is not ordinarily affected by the fact that the parties who secured it entertained in their own breasts an illegal, fraudulent, or unauthorized intent or purpose. The law ordinarily judges of what was done by what was done, and not by the purposes of those who secured the result. Courts proceed very grudgingly in setting aside adjudications of other tribunals, and within very narrow lines, and only in a clear case. The reason is evident. If the proceedings of the first tribunal may be attacked for loose or general reasons, the proceedings of the second tribunal may be attacked for the same reasons, and there would be no end to litigation. The proofs in this case fail to meet these requirements. But the proposition

is also made that the railroad commissioners have gone beyond their powers, and laid out more land than was required for any legitimate railroad uses. I have no doubt that, aside from the usual questions of fraud, excess of power, or gross mistake, and from the other usual grounds of interference by courts of equity with the action of judicial or quasi judicial tribunals, nothing but the final decision of the ultimate judicial tribunal can absolutely prevent a landowner from raising the question whether or not property taken was needed for public uses. But upon that question every reasonable intendment is made in favor of the party exercising the right of eminent domain. The various constitutions provide that this taking for public uses shall be compensated for. But the requirement that property taken for public uses shall be compensated for gives the owner his substantial protection, without going further and establishing nice rules as to the quantity to be taken. The nature of the use for which land is to be taken necessarily appears on the face of the proceeding; and, if it is not a public one, the condemnation cannot be sustained, no matter what the legislature may have declared. The constitution of New Hampshire makes no express limitation touching the amount of property which shall be taken for public uses, all other conditions being complied with; and, as I have already said, the courts on this point have been very liberal towards the party exercising the right of eminent domain, and have given him the benefit of every reasonable intendment. For example, the statute right of way for railroads in this state is 99 feet in width. Now, if a railway corporation in any particular case took that amount of land, and the question was raised whether or not it was more than it actually needed, the objection would receive from the courts no consideration except of the most grudging character. That is, the declaration of the legislature that a railroad corporation may take a right of way of 99 feet in width has been practically construed as giving the right to take that entire width, so far as the corporation desire it, without any question whether or not it could at any particular point construct its road, and maintain it with less. The general proposition is strengthened in this case by the fact that an adjudication - whether a strictly judicial one or not it is not necessary for me to say—has been made by the railroad commissioners, who have viewed the premises, and who, under all the circumstances, are more capable of determining what is required by the railway corporation, not only for the present, but in the reasonable future, than a court of law. A judge, sitting as I am sitting here, ought not to review the action of a tribunal of that character on such a matter, except the evidence is clear that the commissioners made a gross mistake. The case here, moreover, shows distinctly that the corporation did need land outside of its first location. Its engine house, turntable, and storage tracks were and are necessarily outside of it; and evidently, if the present hotel was removed, the railway corporation could not be accommodated within its original limits and yet build such a station as it would require for its ordinary passenger service. There was therefore, on the face of this case, an evident necessity for the corporation to take advantage of the statutory provisions under which it proceeded to make this additional location. And there are circumstances enough in this case, giving the evidence for the complainants full force, and wholly disregarding the evidence for the respondents, to show that the railroad commissioners made no such gross mistake as to authorize the court to annul their action in whole or in part. The complainants recite in the bill that the railroad commissioners proceeded on the hypothesis that the railway corporation was entitled to take land for hotel purposes. I do not find anything in the proceedings of the commissioners which justifies that suggestion. In the face of the fact that they report that the land was taken for the purposes the statutes authorize it to be taken for, and without evidence that they in any way expressed themselves otherwise, I do not perceive that this proposition can be sustained. To go back to a principle already stated, the fact that the railway corporation desired a part of this land for hotel purposes, if it did so desire it, or that it desired for special reasons to exclude the complainants, if it did so desire, will not invalidate the action of the commissioners unless it is also shown that the desire received form and practical effect in the action of the commissioners themselves; because, as I have already stated, the fact that a party who has the legal right to proceed in a certain direction, and reach a certain result, also desired to reach that result for reasons not within the scope of the law, does not ordinarily affect it, if it is otherwise valid. For the reasons stated, I cannot annul the action of the commissioners, in whole or in part, on the ground of the second objection.

Coming to the proposition that the report of the commissioners is erroneous with reference to the beginning of the first course, all I need say about it is that, if the location made by them was uncertain in law, not merely in fact, but in law, it could not stand; but that it is uncertain in fact, that individuals may differ in regard to its construction, and that it must go to the courts to ultimately settle its boundaries, do not make it uncertain in law, as the law says that what can be made certain is certain. The report cannot be set aside on that ground. There is some question, no doubt, as to the proper construction of the report, but that I think I will be able to dispose of so far as this case is concerned without difficulty. I do not propose to leave this matter in such form

that the proceedings in this court shall go forward on a theory favorable to the complainants, and yet the damages be assessed by the state courts on another theory unfavorable to them.

I see nothing in the new location which prevents carrying out the essence of the contract, because the contract expressly provided that it should be executed on the old location; and the fact that the new location does not any more interfere with its practical execution than did the existence of the original right of way. The par ties have submitted many propositions based on the apparent theory that we are to determine the ultimate rights of railway corporations, and of abutters and landowners, with reference to land taken for railroad uses. There may be cases where contracts are of such a nature, that the court sees that their enforcement according to their terms would prevent a railway corporation from per forming its duty to the public; and then the court might hesitate, and, perhaps, refuse to proceed, although ordinarily, as has been stated during the hearing, equity courts do not take the place of the attorney general, for the purpose of seeing to it that corporations perform their duties to the public. We may suppose an instance where a railway corporation has, upon its admitted right of way, erected structures which the landowner claims it has no right to erect and maintain; and, a controversy arising on that point, the parties in interest might well adjust and compromise the question, and agree, under such circumstances, that the corporation shall for a certain length of time retain the use of the buildings, and that afterwards the landowner shall take possession of them, leaving them where they are for another certain length of time, and then removing them on certain conditions stipulated. An agreement of that nature should be enforced by the courts, unless they see that it necessarily interferes with the performance by the corporation of its duties to the public. Whether or not the parties in this case were in that position, it is not necessary to say; but the pith of the contract in question is to that effect, and as though it had reconciled and compromised many of the questions argued before me, in a way which, in my judgment, does not affect the public necessities, and does not prevent the railway corporation from performing its duties to the public. I see no difficulty whatever, therefore, in carrying out the contract substantially as the parties to it have agreed.

The question next arises, to what does the contract appertain? The court finds here two propositions of importance. The first is whether the exception of the buildings needed for railroad uses, is limited to those that are or were within the original location, and the other is based upon the claim of the respondents that the corporation is to determine what buildings are thus required. In the latter connection the respondents say that whether or not the buildings were required for railroad purposes, was to be determined according to the condition of things at the termination of the lease. I agree to this; and I also hold that whether or not an excepted building is within or without the limits referred to in the contract, relates to the same period of time. As all buildings which, in my judgment, are needed for railroad uses are within the limits of the location as it now exists, I do not consider that the railway corporation is required to turn over to the complainants, or that the complainants are required to receive, any of the buildings intended for strictly railroad uses, whether within or without the original right of way. I refer hereto the phraseology, "excepting such parts of said buildings and improvements within said limits, as may be required by said second party for the proper and convenient use of its road, and for its engines, cars, and repair shops." Even if this clause is restricted to the time when the lease was made, so that the "limits" are those of the original location or right of way, yet, taken in connection with what follows in the lease, that the buildings and improvements to be taken by the complainant shall be used for hotel purposes, it is very clear, reading the whole contract together, that it was not the intention that the complainants should take, or that the respondent railway corporation should deliver, any building intended strictly for railroad purposes, wherever situate. The respondents say that the word "required" is equivalent to the word "demanded" or "desired," and that the railway corporation is the ultimate judge of what buildings were to be reserved for railroad uses. Taking the whole contract together, my view of it is that, whatever particular word or particular expression may be found in it, it appears plainly that the complainants were to have the hotel, and that, whatever else was to be retained by the railway corporation, this certainly was not. But I do not rest the case there. I will follow to some extent further the view taken by the respondents and the interpretation put by them on the word "required." According to well-settled principles of construction, the word, whatever its meaning, is to be limited by the word "fairly," -"fairly required." And the fact that, since this controversy arose, the respondents have leased the hotel property to be run substantially as the complainants must run it, if they take it, shows conclusively it was not thus "fairly required." So far as the record shows, it can be and will be used in the future for hotel purposes, railroad purposes, and other purposes, by the complainants, precisely as it has been used in the past under the arrangements which the respondents themselves have made; and the carrying out of the contract will not alter its status with reference to railroad uses and public necessities and convenience. In this position I

am especially strengthened by the fact that, on the construction I put on the new location, the hotel buildings are not taken by it, and have been allowed to continue the property of private individuals (respondents in this case). I therefore see no difficulty whatever, arising either from the changed condition of affairs through the new location or from any present public necessity, which stands in the way of the carrying out of this contract according to its spirit and its letter, and I shall order a decree to that effect. I shall, however, provide in the decree that the railway corporation shall be allowed such uses of the platform, and of any portions of the general public rooms of the hotel, for the sale of tickets, or as a resort for its employees and passengers, as has been customary in the past, and in that way follow both the spirit of the contract and its letter, as it provides that the railway corporation shall retain such buildings or "parts" of buildings as are required, and so on. There will be no difficulty in framing a decree upon this point, hav ing full regard, as it must have, to what has been the custom in the past.

I shall decree that the complainants have the use of both locations for the purposes which the contract describes, for five years from November 1, 1889, which I understand to be practically the termination of the old lease. It expired in 1887, but was continued by verbal arrangement and sufferance until 1889; and every thing will run from that date.

I can conceive of no way in which equity can be done between these parties, without acceding to the prayer for an accounting; and I shall decree that the respondents account for the profits on the lease from November 1, 18S9, to the time when the master makes up his report, and that the complainants be charged with interest from November 1, 18S9, on the amount of the value of the hotel, fixtures, and furniture. The equities, as between the several respondents, touching the items of profit on the lease and interest, will be reserved for consideration after the coming in of the master's report; but that the master will ascertain and report in relation thereto such facts as any of the respondents request. I cannot direct the respondents to set aside any land to which the hotel may be moved; but I shall direct the master, in making his appraisal, to take into account the changed condition on the summit of the mountain, and if he finds that, on account of the new location, it will be impossible for the complainants to move this hotel upon any practical lot on the summit, he must take that into consideration in determining the value at which the complainants shall take the property. I shall also direct him to inquire whether the complainants, before the new location was made, had practically a monopoly of the summit of the mountain for hotel purposes, except this precise location where the hotel now is, and are now deprived of that monopoly, and to give the facts found in reference thereto such weight as they should have in determining the value. of this hotel, fixtures, and furniture. I am somewhat embarrassed as to the parties who should account; but, on the whole, I am of the opinion that, inasmuch as all the respondents entered into the last lease to Mr. Barron, and have thus all co-operated in denying possession to complainants, they are all liable for whatever profits the master may report.

I am somewhat embarrassed by the relations between the railway corporation and the owners of the hotel. The interest of the latter may be diminished in value by the fact that the former has made this additional location. For the purpose of carrying out that part of the contract, which provides that the railway corporation account to the owners of the hotel for their fair interests under an appraisal, I shall direct the master to find what amount shall be allowed by the former to the latter by reason of depreciation, if any, in valuing the hotel, fixtures, and furniture, on account of there being no convenient lot to which it can be removed, if such be found to be the fact. I do not mean to say that there is no convenient lot to which to move the hotel. I have no opinion about it. I shall simply direct the master to ascertain whether such is the fact, and, if such is the fact, to find as already stated. I shall direct the master to permit the respondents to file with him an offer of release of any portion of this location they deem prop er to release, to which the hotel may be removed, and to accompany the same with the release duly executed; and thereupon to give the owners of the hotel property the benefit of the increased value, if any, which would come to it by reason thereof. I shall direct the master to permit the respondent railway corporation to make the new location certain as to the point of beginning and otherwise, and to prove that they have executed and filed proper papers therefor; and, in default thereof, that the master shall assume, for the purposes of this case, that it commences at the bolt midway of the stage office. In any event, I shall direct him to assume, for the purposes of this case, that the new location is valid. I shall direct that no final decree be entered in the case until the court is fully advised, and counsel have been heard, touching the injunction granted by Judge Allen in the state court. I will be prepared to consider any further provisions to go into the decree, which may be suggested by counsel on either side, which will tend to work out the equities of this

case. It is, perhaps, impossible for me to foresee all the equities which may be disposed of by the master, and I therefore reserve the right to add such further orders as it may appear ought justly to be inserted. The decree for accounting should go against the Concord & Montreal Railroad Company, the Mt. Washington Railway Company, and Walter Aiken, but not against the Boston, Concord & Montreal Railroad Company. The complainants may file a draft decree based on these notes, on or before rule day in October, and the respondents wwwwwwwmay file corrections thereof on or before rule day in November. For the present, the court will enter the following order: Decree for specific performance and master, according to notes on file. Draft decree to be filed by complainants on or before October rules. Corrections to be filed by respondents on or before November rules."

*Federal Reporter* - Vol. 61 pg. 24-38 - June-August, 1894 - West Publishing Co. St. Paul 1894

## ≺1894≻

### THE LEGAL SETTLEMENT

The "Settlement of 1894" actually involved four parties - the heirs of Pingree, the Railway, the Road Company, and the Concord & Montreal Railroad. Walter Aiken's death in late 1893 set the stage for the final settlement as the railroad purchased his stock from his widow. The agreement served as a deed for all practical purposes but its atypical structure created its own set of ambiguities. For instance, rather than including a transfer clause, the agreement contains a series of separate paragraphs each naming different parties, including different interests, and using different transfer mechanisms (some warranty, some quitclaim, some just by way of agreement). As a result of this agreement, the Railway owned a large circular area of the summit in fee as well as the railway corridor to the base; the Road Company held easements to use the road, turning grounds, and what were then stables; and the heirs of Pingree continued with the residual. Later, in 1910, the Railway obtained additional land at the summit consisting of a 10-acre quasi-rectangular tract attached to the summit circle from the successors of the Pingree heirs... the Conway Land Co.

**AGREEMENT**
**Estate of Coe & Pingree**
**April 30th, 1894**

*Recorded in the Coös County Registry of Deeds in volume 68 at page 310;*

For the purpose of completing the adjustment of the controversies respecting the interests of the various parties owning rights and property at theSummit of Mount Washington, and to settle all the litigation now pending with reference to the same, so far as the estate of David Pingree is concerned.

**Know All Men by these Presents**

That we, David Pingree, and Ann Maria Wheatland, widow, both of Salem, Massachusetts, and Annar P. Peabody of Boston, Massachusetts, being all the residuary legatees under the will of David Pingree, late of Salem, Massachusetts, deceased, in consideration of the Fifty-Six Thousand dollars, paid by the Mount Washington Railway Co., a corporation duly established under the laws of New Hampshire and in consideration of the adjustment of the litigation aforesaid, have remised, released, and quitclaimed, and by these presents do remised, release and forever quitclaim unto the said Mount Washington Railway Co., its successors and assigns forever.

**I.** All that portion of the summit of Mount Washington which is included within the circle described by a radius of 50 rods in length, extending from the iron pins set in a rock near the Northwesterly corner of the stage office on said Summit, together with all their rights in the buildings thereon, except the stage office and stables, and Summit House with appurtenances, furniture and fixtures.

Excepting and reserving from the grant of the above described premises, for the sole use and benefit of the Mount Washington Summit Road Company, its successors and assigns, including the use thereof for their patrons, passengers and employees, the following interests, property and rights, viz.: -

1. The right to forever maintain and operate its carriage road over and upon the granted premises where the same is now constructed.

2. The right to forever renew, maintain and use the stage office and stage buildings for lodging and victualing employees of the Road Co. and stages, and convenient stables for horses aside on said road, as

said building are located or may hereafter be located by mutual agreement. Any renewal of said buildings shall not be unsightly.

3. The right to use the space between the present stage office and signal station, and in front of the stables, as turning grounds for their stages and other vehicles.

4. The right to pass over said premises to and from said carriage road to other parts of the summit by the usual or customary walks and passage-ways, and from point to another one the summit to the same extent respectively as the patrons, passengers and employees of the Railway Co. shall be permitted to do, but the employees of neither Company, or of their lessees and patrons, shall be permitted to resort to and make use of the buildings of the other except under such reasonable rules as may be established by the other Co.

5. The exclusive right to use the water from the spring near the present stable; the right to use the water from the spring near the stage office to the same extent as heretofore; and an equal right with the Railway Co. to use the water from the spring South of the old engine house.

6. This conveyance is also made subject to the terms of a lease of the observatory by the grantors to Lewis H. Rogers, dated July 12th 1893, but the grantors hereby assign said lease and all their claims against Robert For rent to the Railway Co.

**II.** Said residuary legatees further remise, release and quitclaim unto the Mount Washington Railway Co., its successors and assigns forever the right to collect water for the tanks along its line, with wooden spouts and other appliances on the right hand side of the Railway going up the Mountain, and to make use of the grantors land for said purpose to a distance from said railway track not exceeding 600 feet.

Also the entire right of way outside the aforesaid circle of 50 rods radius as the same is now occupied by the Mount Washington Railway Co. from the base of said mountain to the summit, the right of way hereby conveyed is 99 feet wide, and its external boundaries and 49 and one half feet from the centre cog rail of said Railway as now located and constructed, (intending to convey all the land within the limits of said right of way as above described.)

Also about one acre of land near the terminus of the Railway at the base of the mountain on which the laundry and appurtenances are erected, said land being bounded as viz.: - Beginning at the point where the south line of the Railway location cross the Ammonoosuc River; thence westerly along the south line of said Railway location passing the corner of the depot to an iron bolt set in the carriage once chain, seventeen links westerly from the southwest corner of the depot; thence south twenty degrees east four chains on the east line of the Marshfield House lot; thence norther seventy degrees east to said River; thence down said River to the point begun at.

Also all the rights, title and interest of said legatees in ten and thirty eight one hundredths acres of land near the terminus of the Railway at the base land as laid down on a plan of Daniel Barker, dated, in 1877, hereby referred to and known by as the Marshfield lot subject to all conveyances thereof and agreements relative thereto heretofore made by said grantors, their their devisors and grantors. *(see plan on pg. 73)*

**III**. ***To Have and To Hold*** the above described premises with all the privileges and appurtenance thereto belonging to the said Mount Washington Railway Company, its successors and assigns forever, subject, however, to the agreements, exceptions and reservations herein contained; and we, the said David Pingree, Ann Maria Wheatland, and Anna P. Peabody, being all the residuary legatees under the will of said David Pingree, deceased, for themselves and their heirs and assigns, do hereby covenant with said grantees that they will warrant and defend the said premises to the said grantees, their successors and assigns against the lawful claims and demands of any other person or persons claiming by, from as under said legatees or under Ebenezer S. Coe and David Pingree in the capacity as trustees of the estate of David Pingree, deceased, or under any person claiming by, from, or under said estate.

**IV.** It is mutually agreed by and between the Mount Washington Summit road Company and the Mount Washington Railway Company, for themselves, and their respective successors and assigns, that suitable and proper facilities for exchanging passengers and luggage between the Railway and the Road Company shall be furnished at the expense of the Road Company up to the Railway platforms, and that neither the Railway

Company nor the road Company nor their lessees, servants or patrons, shall so transact business and the Summit of Mount Washington as to divert the business or depreciate the revenues of the other; and that the said Mount Washington Summit Road Company and the Railway Company their respective successors and assigns, shall make and enforce all such rules and regulations for the enforcement of this agreement as they can lawfully make and enforce.

**V.** Said David Pingree, Ann Maria Wheatland and Annar P. Peabody, residuary legatees of David Pingree, deceased do hereby covenant and agree with the Mount Washington Railway Company, its successors and assigns, that the boarding house or other place for boarding, victualing or otherwise entertaining tourists, travelers or other persons shall ever be built, maintained or operated at any point on said mountain, except said stage office and stables, within one half mile of the Mount Washington Railway as now located from the base to the summit, nor on Cape Horn, so called, by any person or corporation claiming title from the estate of David Pingree, deceased, either through Ebenezer S. Coe and David Pingree, trustees, or through the legatees of said David Pingree or the Jackson Iron Manufacturing company.

**VI.** The Mount Washington Summit Road company and the Mount Washington Railway company hereby mutually covenant with each other for themselves and their respective lessees, successors and assigns, that neither party will permit any garbage, manure, refuse, waste or other objectionable thing to be express upon the premised described upon the summit so as to be offensive either to the other party or to tourists, sightseers and other persons having reason to visit the summit of the mountain.

**VII.** The said residuary legatees do hereby assign and transfer to the Concord & Montreal Railroad all their rights and interests in and to the Summit House, so called, fixtures, furniture and appurtenances, at the summit and base of Mount Washington.

**VIII.** It is further mutually agreed by all the parties hereto that all suits and actions at law or in equity now pending between any of the parties with reference to the Summit House, so called, the additional location taken by the Railroad Company or the rights of any of the parties to property upon the summit or in any way connected therewith are herby settled and said actions shall be dismissed, the several parties respectively paying their own costs and expenses to this date, and that all leases, contracts or other obligations between the parties inconsistent with the terms hereof are cancelled and made voice.

***In witness whereof***, said David Pingree, Ann Maria Wheatland and Annar P. Peabody, by said David Pingree, their Attorney, under powers of Attorney respectively recorded in Coos County Records Vo. 68 Pages 251-252, and in Vol. 68 Pages 249 and 230, residuary legatees under the will of David Pingree; the Mount Washington Railway Company, by its President John H. Pearson duly authorized; the Mount Washington Summit road Company by its President Ebenezer S. Coe, duly authorized; the Concord & Montreal Railroad by Benjamin A. Kimball its managing director, duly authorized have hereunto set their hands and seals in triplicate this thirtieth day of April 1894.

Signed, sealed and delivered in presence of

C. E. Branch.
John W. Mitchell.

David Pingree. L.S.
Ann Maria Wheatland L.S.
by David Pingree. Attorney.
Anna P. Peabody L.S.
by David Pingree. Attorney.
Mt Washington Summit Road Company
by E. S. Coe. President. L.S.
Mt Washington Railway Co. By John H. Pearson
The Concord & Montreal R. R. by Benjamin A. Kimball
Managing Director. L.S.

State of New Hampshire, Merrimack s.s. May 1, 1894. Personally appeared the above named David Pingree, John H. Pearson, Ebenezer S. Coe, Benjamin A. Kimball and acknowledged the foregoing instrument to be their free act and deed. Before me.
Harry G. Sargent, Justice of the Peace.

Coos County Records. Rec'd May 29th 10 h. A. M. 1894
Examined. Attest.
C. E. Whitten Register

**DEED**
**Concord & Montreal Railroad**
**to Mount Washington Railway Co.**
**April 30th, 1894**

*Recorded in the Coös County Registry of Deeds in volume 68 at page 323;*

The Concord and Montreal Railroad, a corporation duly established under the laws of New Hampshire, in consideration of the issue and delivery to it by the Mount Washington Railway Company of Two Hundred and Sixty (260) shares of the capital stock of said Railroad Co., of the par value of One hundred dollars ($100) each does hereby sell, convey and assign to the Mount Washington Railway Co. all the interest of the Concord and Montreal Railroad (including all the interest of Walter Aiken's estate recently purchased by said Concord and Montreal Railroad) in the Summit House, furniture, fixtures, and appurtenances of every kind and description at the summit of Mount Washington and the base, including the laundry and such fixtures, tools and furniture therein as have been heretofore owned by Aiken's estate, and the Concord and Montreal Railroad together.

Also, including the printing office, so called, and the observatory on the summit, and all rights, title, and interest to any other property at the summit or base of Mount Washington heretofore owned by the Concord and Montreal Railroad and Walter Aiken in common or as co-partners.

The furniture, fixtures, and appurtenances above described are enumerated in the schedule thereof made by Arthur C. Stewart and Charles S. Allen in September 1893, which schedule is delivered to the Mount Washington Railway Co. simultaneously with the conveyance. The Concord and Montreal Railway hereby puts the Mount Washington Railway Co. in possession of all said property by delivery to the Railway Co. this deed in the name of the whole.

Witness the hand and seal of the conquered in Montreal railroad by its president Frederick Smyth, duly authorized.

Concord, New Hampshire, May 10, 1894

In the presence of
B. A. Kimball

Frederick Smyth. President.

Coos County Records
Recd June 13" 8 h. A. M. 1894
Examined. Attest.
G E M Hutchins
Register

**RELEASE**
**May 10th, 1894**

**WITNESSETH**

1. That the Mount Washington Railway Co. having received a conveyance from the Concord & Montreal Railroad of the Summit House property and furniture, and also property at the Base fully described in a bill of sale here by releases and discharges, said Concord & Montreal Railroad and the estate of Walter Aiken from all further claims and demands of every kind, nature and description which said railway has had, now has, or can have against said Concord & Montreal Railroad, and the estate of Walter Aiken, or either of them, in their capacity as owners and managers and lessors of the summer house at the summit of Mount Washington, its furniture, fixtures, and appurtenances, and laundry at the base of the mountain.

2. The Concord & Montreal Railroad here by releases and discharges the Mount Washington Railway Co. from all claims and demands of every kind, nature and description which Walter Aiken, or his estate, the Boston, Concord & Montreal Railroad, and the Concord & Montreal Railroad, or either of them have, has had, now has or can have against the Mount Washington Railway Co. by reason of any contract under which

said Summit House was built, and by reason of any other act or thing arising in any way out of the management and operation of the Summit House, furniture, fixtures, and appurtenances and laundry at the base of the mountain.

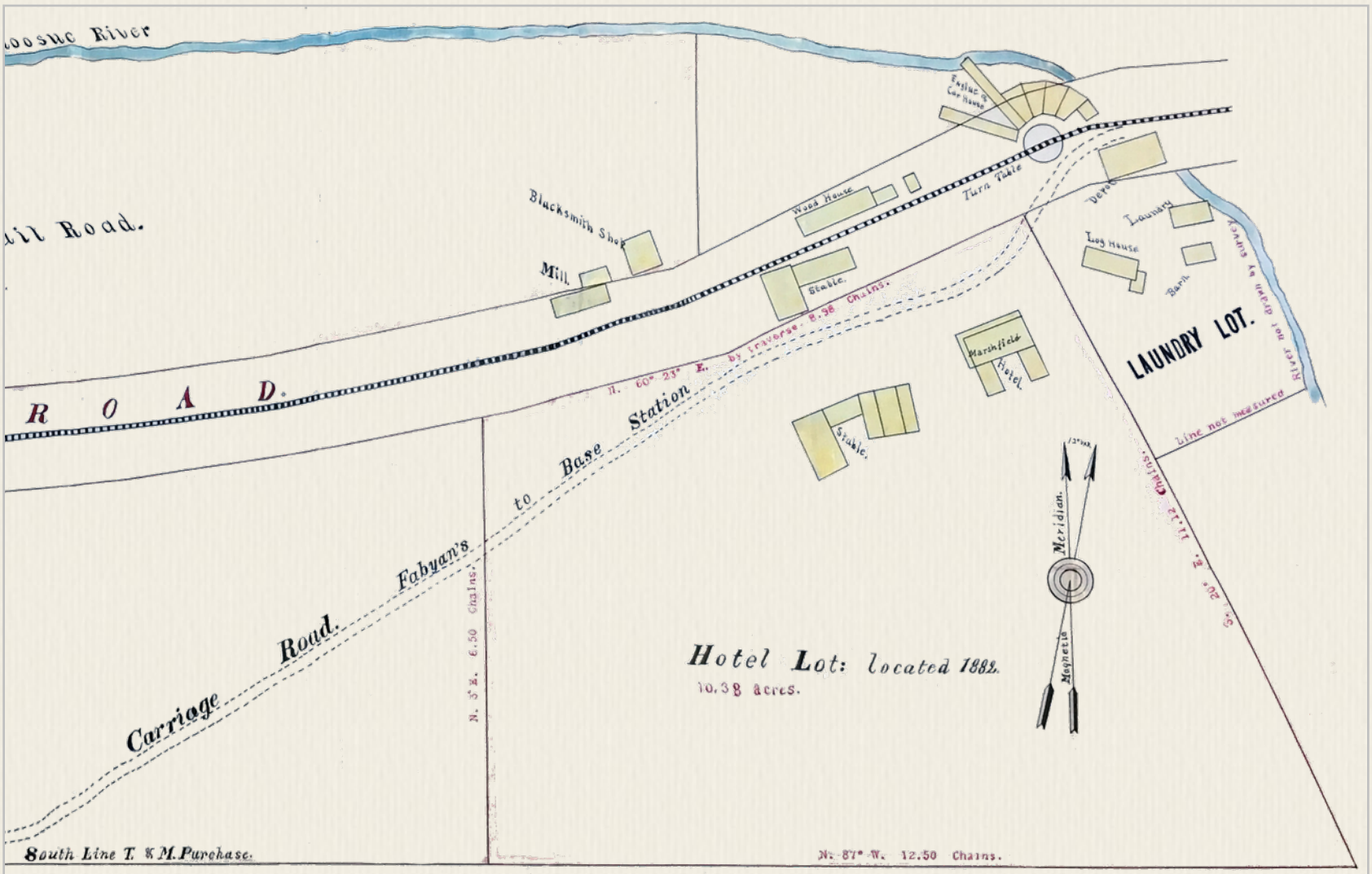
***In witness whereof*** we have hereunto set our hands and seals this 10th day of May 1894,

Mount Washington Railway Co.
by *J.H Pearson* President.

The Concord & Montreal Railroad
by *Frederick Smith* President

Coös County records received June 13 eight hours a.m. 1894
Examined. Attest

G E McIntire
Register

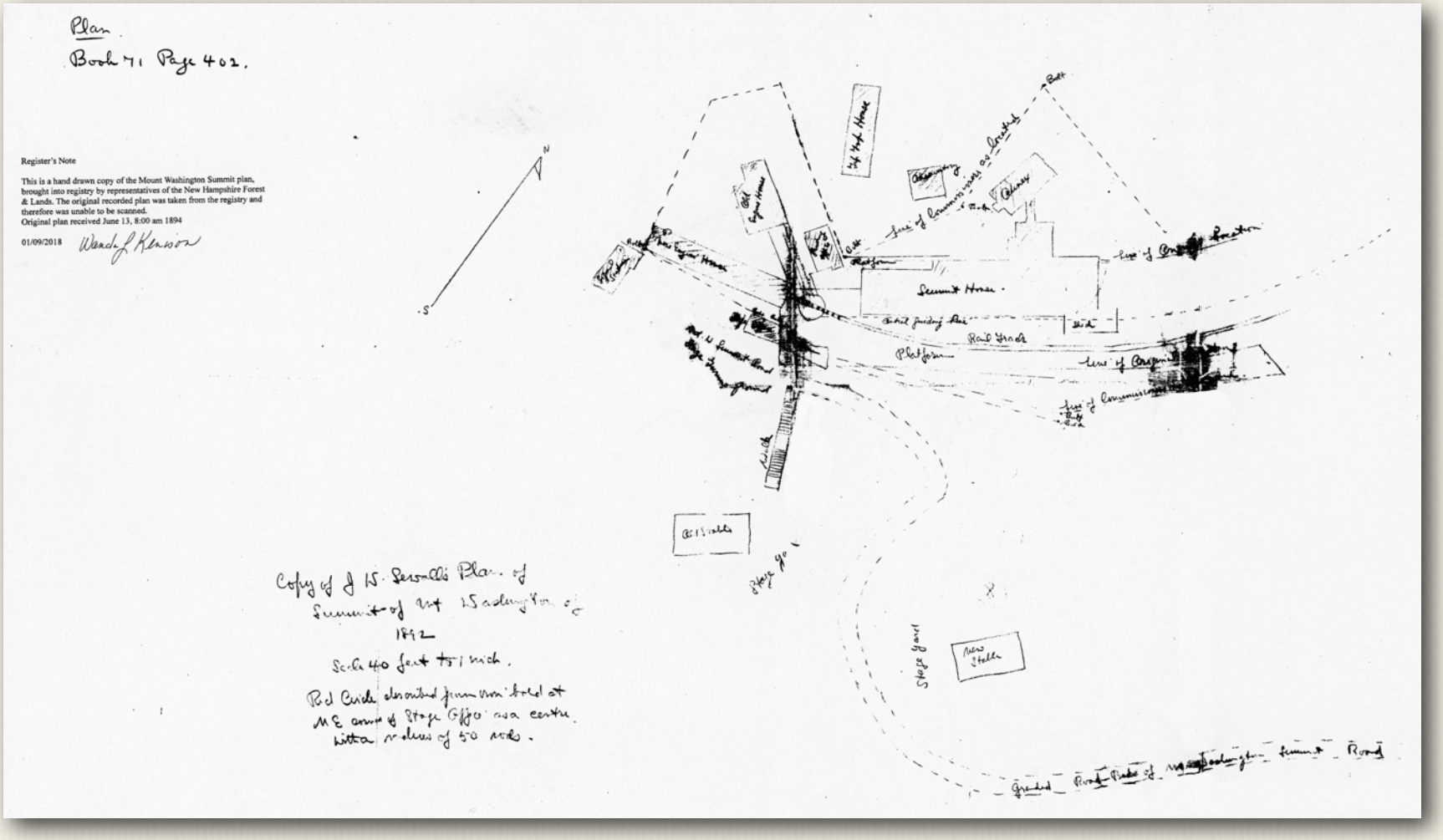



Mt. WASHINGTON BASE R. R. STATION
Surveyed AD. 1877.

A true Copy of Original Plan.
May 12th 1894. Daniel Barker.

Daniel Barker.

# Documents - 1895




***Cleaned Up Photocopy:*** *The image above is a printout from the New Hampshire Registry of Deeds in Lancaster, N.H. that has been run through Photoshop by Jitney Jr to remove lines created by the creases & handling of the document in an effort to improve readability. The rest of the story is told in original handwriting on the plot and 2018 Registrar's note. "Plan Book 71 Page 402. Copy of J. W. Sewall's Plan of Summit of Mt. Washington of 1892. Scale 40 feet to 1 inch. Red Circle described from iron bolt at NE corner of State Office as a centre with a radius of 50 rods." / 2018 "Registrar's Note: This is a hand drawn copy of the Mount Washington Summit plan, brought into registry by representatives of the New Hampshire Forest & Lands. The original recorded plan was taken from the registry and therefore was unable to be scanned. Original plan received June 13, 8:00 am 1894. signed Wanda J Kenison - January 9, 2018."*

## ≺1895≻

### Charter Amendment Three
### February 26, 1895

### State of New Hampshire

In the year of our Lord one thousand eight hundred and ninety-five.

An Act to amend the Charter of the Mount Washington Railway and all special laws relating thereto.

Be it enacted by the Senate and House of Representatives in General Court convened:

**Sect. 1.** The charter of the Mount Washington Railway Company, being chapter 2157 of the laws of 1858, and all acts amendatory thereof, or in addition thereto, are hereby amended as follows: The corporate name of said corporation shall be the Mount Washington Railway Company and its financial place of business, in law, shall be considered as being in Concord. Said corporation shall be entitled to all the rights and privileges and subject to the duties and liabilities incident to railroad corporations, by the laws of this state; and the rights, privileges and liabilities of the officers and the stockholders of the corporation shall be only such as are, by the public laws of the state, incident to and imposed upon the officers and stockholders of railroad corporations.

**Sect. 2.** Section five of the charter and all other acts and parts of acts, inconsistent with this act, or which create and impose upon the officers or stockholders of the corporation, any liabilities, other than those incident to like relations of officers and stockholders in other railroad corporations, under the public laws of this state, are hereby repealed.

**Sect. 3.** Said corporation is hereby granted the right and authority to use electricity for lighting the Summit House, conducting water thereto for use therein and as motive power in the operation of its road, and for that purpose it may purchase land, water-power, and such other property as may be necessary to secure and es-

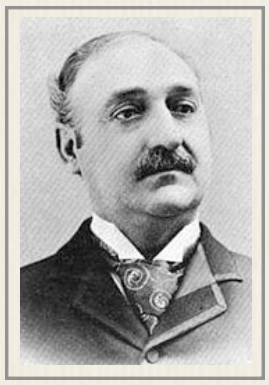
tablish the requisite plant therefor and for the purpose of securing the requisite capital to defray the expense of such electrical plant and its equipment, said corporation may, by a vote of the stock-holders from time to time as the same is needed increase its capital stock therefor to the extent necessary to secure the same, but not exceeding in all fifty thousand dollars.

**Sect. 4** This act shall take effect upon its passage.

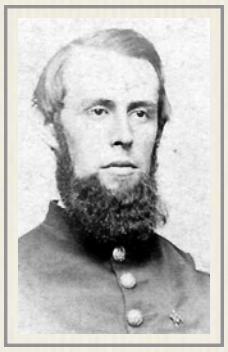


*Stephen S. Jewett*
Speaker of the House *(left)*
*Frank W. Rollins*
President of the Senate *(near right)*
Approved February 26, 1895
*Charles A. Busiel*
Governor *(far right)*





**Office of State Treasurer**
Concord N.H. April 10, 1895



$25.00

Received by the Mount Washington Railway, twenty five dollars, in accordance with the provisions of Sect. 5 Chapter 14, Public Statutes of 1891.

*Solon A Carter (left)*
State Treasurer

Presented February 26, 1895. 11. A M

*Pgs. 565-567*

**Lease**
**Concord & Montreal Railroad**
**to Boston & Maine Railroad**
**June 29th, 1895**

*Recorded in the Coös County Registry of Deeds in volume 76 at page 209; abridged for Mt. Washington Railway focus*

***This Indenture*** made in triplicate this twenty-ninth day of June A.D. 1895, by and between the Concord and Montreal Railroad, a corporation established under the laws of the State of New Hampshire, party of the first part, and hereinafter denominated the lessor, and the Boston and Maine Railroad, a corporation existing under and by virtue of the laws of the Commonwealth of Massachusetts and under and by virtue of the laws of the State of Maine and New Hampshire, party of the second part, and hereinafter denominated the lessee, and the Boston and Lower Railroad corporation, also a corporation existing under and by virtue of the laws of the said Commonwealth, party of the third part.

**Witnesseth:** that the said parties, each for itself, its successors and assigns, and each in consideration of the grants, convenants and engagements herein made by the other, have granted, covenanted and agreed, and do hereby grant, convenant and agree, each to and with the other, and its successors and assigns, as follows, to wit:

**I.**

The lessor doth grant, demise and lease unto the lessee, its successors and assigns, its railroad and property of every description, including therein its railroad, lands, docks, and wharves, wherever situated, its branches, tracks, side-tracks, road-beds, appurtenances, station houses and grounds, depots, viaducts, bridges, piers, shops, buildings, fixtures, engines, cars, rolling stock, machinery, tools, furniture, telegraph apparatus, equipment, material and supplies, and all rights, franchises, easements, privileges and appurtenances thereto belonging, together with the right to receive all tolls, rent, revenue, income and profits of the demised premises, including also there

in the right, title and interest of the lessor in and to any and all railroads by it under lease or otherwise, so far as the same are assignable or transferable by the lessor, and in and to any stock and securities of other railroads or other corporations owned by it, all dividends thereon, and its right of voting on said stock, and in and to any bonds, obligations and contracts of or with other railroads, corporations, or individuals, and all income, advantages, and benefits to be derived therefrom, a schedule of which stock and bonds is hereto annexed, hereby assigning and transferring unto the lessee, subject to all legal obligations and encumbrances thereon, all its railroad, railroad property, franchises and assets of every description, except its corporate seal and books of record, to which the lessee may have access at reasonable times.

The railroad of the lessor is subject to a mortgage dated June 2, 1890, made to secure the payment of bonds of the lessor of the par value of five million five hundred thousand dollars, bearing interest at the rate of four per cent per annum, and also to a mortgage upon such part of the railroad of the lessor as was formerly known as the Boston, Concord and Montreal Railroad bearing date of April 20, A.D. 1881, to secure the payment of bonds of the par value of five hundred thousand dollars bearing interest at the rate of six per center per annum. Payment of the bonds issued under the latter mortgage is provided for by the appropriation of bonds issued under the mortgage first above described equivalent in par value thereto, and now held by the Boston Safe Deposit and Trust Company in trust to pay such bonds secured by the second of the mortgages above described.

To have and to hold all and singular the demised premises to the lessee, its successors and assigns, for and during the term of ninety-one years from and after the first day of April, A.D. 1895, the said lessee keeping and performing the convenants herein contained on its part to be kept and performed, and yielding and payment for the said premises to the amount and in the manner following, to wit: (edited with MWR focus – see original for complete terms)

1. The lessee shall pay all operating expenses of the lessor and of all railroads of which the lessee shall come into possession, or which it shall operate under and by virtue of this instrument, including therein, as part thereof, all repairs and renewals, all expenditures arising out of any contract, obligation, business, negligence or malfeasance, or however otherwise arising, and whether liability for the same now exists or be thereafter created, in any way connected with the use and operation of the demised premises, or any part thereof, or of railroads operated the lessee or the lessor as by the Concord railroad Corporation as herein provided, and including damages to person on property, insurance, all taxes of every description, federal, state or municipal, upon property, business, franchise or capital stock, including all income taxes, all expenses consequent upon or incidental to the renewal or refunding of the lessor's indebtedness, or that of any road owned, leased, or operated by it, any expenditures hereinafter declared to be operating expenses, and a reasonable sum annually to the lessor for the expenses of maintain its organization and business of the Concord Railroad Corporation, necessarily remaining after the execution of this lease.

2. The lessee shall pay, as the same become due, the rentals of all railroads of which it shall come into possession, or which it shall operate under and by virtue of this instrument....

**IV.**

In case it shall become necessary under the provisions of this lease for the lessor to make payment for permanent additions or permanent improvements to the demised premises, the lessor shall issue stock or bonds, or both, to an amount sufficient to pay for such permanent additions and improvements, so far as it may legally have the right to so, but such issue of stock or bonds shall only be made at the request of the lessee. If the lessor shall requirement additional legislative authority to enable it to issue either class of securities, as desired by the lessee, the lessor shall, at the request and expense of the lessee, do all acts and things proper and necessary to procure such authority.

The lessor agrees to reimburse the lessee for whatever sums of money it may pay upon the claim of the Manchester and Lawrence Railroad against the lessor, now pending in suit in the Supreme Court of New Hampshire, and the lessor agrees that its Directors will endeavor to obtain authority to issue stocks or bonds in order to provide funds to enable it so to reimburse the lessee....

**V.**

The lessor shall make and execute such lease or other operating contract with any other railroad corporation as the lessee may request, provided, however, that every such lease or contract, if the lessor shall so elect, shall by its terms expire at or before the expiration of the term of this lease, and that the obligations and liabilities arising therefrom shall be assumed and sustained exclusively by the lessee, and the lessor shall be held harmless...

**VI.**

The lessee shall have the right to make such changes in the passenger or freight stations, tracks and terminal grounds of the lessor, to establish such new stations, to make such separations of grade crossings of railroads with other railroads and with highways, and such other changes in the railroad and railroad property of the lessor as the safety and accommodation of the public and the convenient and economical transaction of business may in its judgement require; provided, however, at the termination of this lease the lessor's stations, tracks, terminal grounds and railroad property shall be returned it in as good order and repair as the same are now in, so that the same shall be equally well fitted for the independent use and operation of its own railroad by the lessor...

**VIII.**

The lessee shall use and operate the railroad of the lessor and of any other railroad corporation whose road is operated hereunder, in accordance with the charter of the lessor and of such other corporation, and the laws of the State of New Hampshire and of the United States so far as the same are applicable; shall furnish all cars, engines, rolling stock and equipment of every description required in addition to the like property hereby demised for the due operation of the railroads operated under and by virtue of this lease... shall furnish the directors of the lessor, not exceeding thirteen, and its corporation clerk and treasurer with free annual passes over the railroads operated by the lessee during the continuance of this lease...

At the expiration or earlier termination of this lease the lesser will return said demised railroad and property to the lessor as a railroad between the points between which it now exists, with its existing branches and leased road suitably equipped and provided with depots, stations shops and other structures, of at least equal value with those now existing thereon, and in as good order and condition as the same now are....

The lessee shall not use the railroads leased to and controlled by it under this lease, so as to impair their earning capacity to the lessor whenever this lease shall be terminated, and shall not, without the consent of the lessor, construct lines of railroad competing with any part thereof...

In Testimony Whereof the said parties, the Concord and Montreal Railroad by its treasurer thereunto duly authorized, and the Boston and Maine Railroad and the Boston and Lowell Railroad Corporation by their respective Presidents thereunto duly authorized, have caused their corporate seals to be affixed to this indenture and two others of the like tenor, and the same to be executed the day and year first above written.

In presence of
Concord and Montreal Railroad
By John F. Webster Treasurer. L.S.
Bostah and Maine Railroad
By Lucius Tuttle President. L.S.
Boston and Lowell Railroad Corporation
By Frederick E. Clarke President. L.S.

Geo. P. Fowler & Samuel C. Eastman — To N.H.W. & L.T.
Solomon Lincoln, George Byron Chandler — T. F.E.C.

***State of New Hampshire***
***Office of Secretary of State***
***Concord, June 29, 1895***

I hereby certify that the foregoing Lease of the Concord and Montreal Railroad to the Boston and Maine Railroad has been recorded in this office in railroad Records, Volume 5, page 36- and following. In testimony whereof I hereunto subscribe my official signature and affix the seal of the state.

Ezra S. Stearns
Secretary of State.

Merrimack County Records
Received July 1, 11 A. M. 1895
Recorded Lib 315, Fol. 16.
Examined
Samuel N. Brown,
Register.

Hillsborough County Records
Received July 1, 3-46 P M. 1895.
Recorded Vol. 554, page 1.
Examined
Dana W. King
Register

Coos County Records.
Rec'd July 9, 9 16. P. M. 1895
Recorded, Vol. 76, Page 202
Examined Attest.

Henry S Hilliard
Register

**Quitclaim Deed**
**Estate of Coe & Pingree**
**to Robert Osgood**
**June 4th, 1897**

*Recorded in the Coös County Registry of Deeds in volume 90 at page 148; abridged for Mt. Washington Railway focus*

**Know All Men by these Presents**

That we, David Pingree, and Ann Maria Wheatland, widow, both of Salem, Massachusetts, and Annar P. Peabody of Boston, Massachusetts, being all the residuary legatees under the will of David Pingree, late of Salem, Massachusetts, deceased, in consideration of One Dollar and other good and valuable considerations paid by Robert Osgood of said Salem, in hand before the delivery of this deed the receipt whereof and do hereby acknowledge, do remise, release, grant, sell and convey and forever quit-claim unto said Robert Osgood, his heirs and assigns forever all the certain pies, tracks of parcels of land situate, lying and being in the County of Coos, in the State of New Hampshire, bounded and described as follows; to with:

All that track of land known as the "Thompson and Meserve Purchase" being the same conveyed by James Willey, Land Commissioner of the State of New Hampshire, to George P. Meserve and Samuel W. Thompson by deed dated July 28, 1835 and recorded in the office of the Secretary of State of New Hampshire, September 10th, 1835, and therein described....

Also a certain tract of land known as "Sargent's Purchase" being same conveyed to James Willey, land Commissioner of said State, to Jacob Sargent and others by deed dated may 31st, 1832, and recorded in the office of the Secretary of State of said New Hampshire June 5th, 1832 and therein described....

Also a tract of land conveyed by the State of New Hampshire to Aurin M. Chase by deed dated October 19th, 1867 and recorded in the Registry of Deeds for said County of Coos, Book 83, Page 194, and therein described...

This deed is not to include the parts of said "Sargent's Purchase" which lie within the present limits of the towns of Jackson and Bartlett, nor to include the right of way of the Mount Washington Summit road Company, or the land owned by said Company within the limits of said right of way, nor the right was of the White

Mountain Turnpike Company, nor the land and privileges conveyed by us to the Mount Washington Railway Company by deed dated April 30th, 1894 and recorded in said Registry of Deeds, Book 68, Page 310, and 314 inclusive, all of which are hereby excepted from the grant of the above described...

Also excepting the right of said Mount Washington Railway Company granted by said deed to collect water for its tanks along its line, with wooden spouts or other appliances on the right hand side of the railway going up the mountain and to make use of the land hereby said purpose to a distance from said railway track not exceeding six hundred feet.

Also excepting the entire right of way outside the aforesaid circle of fifty rods radius, granted to said railway company by said deed of April 30th, 1894....

This conveyance is also made subject to the provisions of paragraph "V" of said deed...

Also granting to said Osgood, his heirs and assigns a free and unobstructed right of way either as appurtenant to any land now or hereafter owned or leased by the said grantee, or as a part of any way which he or his heirs or assigns may acquire through any other land or lands for the purpose of constructing and operating a railroad or for carriage, bridle or foot road of such width and location as may be convenient for said purposes over land now owned by the grantors....

To have and to hold said granted premises with all the privileges and appurtenances to the same belonging to the said Robert Osgood and his heirs and his assigns...

***In Witness Whereof***, we, the said David Pingree, being unmarried, Ann Maria Wheatland, widow, and Anna P Peabody, executing this instrument by David Pingree, their attorney thereunto duly authorized by powers of Attorney, record in said Registry of Deeds, Book 68, Pages 249, 250, 251 and 252, hereunto set our hands and seals this Fourth – June A.D. 1897

## Ownership History of the Mount Washington Summit[1] A Gift to Jitney Jr from the Coös County Registrar of Deeds Office June 2023

The ownership history of the summit of Mount Washington is interwoven with that of Sargent's Purchase, Thompson and Meserve's Purchase, and numerous other early grants and conveyances in what is now Coös County. Throughout these areas, there has never been a shortage of controversy. Confusion over what is now called Sargent's Purchase began as far back as 1786 when the Legislature appointed McMillan Bucknam to sell certain state lands. Bucknam conveyed land described as being southwest of Roger's Location, Treadwell's Location, and Wentworth's Location (an area distinct from the existing Wentworth's Location near the Maine border). In 1800, a statute incorporated the Town of Adams (now Jackson) to include this land but in 1806, a map surfaced purporting to show that the western boundary of Jackson differed from the western boundary of the land transferred by Buckman, causing some to claim that parts of that land actually lay to the west of Jackson, in the area now called Sargent's purchase. In the course of a subsequent lawsuit, the N .H. Supreme Court reviewed this plan but held it in low regard. This issue, at least, was quickly dispatched never to rise again.

In 1824, the Legislature passed a resolution granting *(Rev.)* Daniel Pinkham *(b.1779 d.1855)* land to build a road extending from Jackson (then Adams) to Randolph (then Durand). Not long after Pinkham began his arduous task, the Legislature authorized the Treasurer to convey 1,000 acres lying near Pinkham's grant and to the north of Rocky Branch to a woman named Dorcas Merrill. With tens of thousands of as yet unbounded, unsurveyed, and often unexplored land still to be granted, the drafters of the Merrill deed nevertheless found it wise to identify the comer of this lot with nothing more than an ash tree. Decades later, this land and that tree would become the focal point of years of litigation. At this time, Dorcas Merrill's half-sister, Harriet Eastman, was married to a man named George P. Meserve - a figure featuring prominently in the remainder of this his-

tory and deserving some attention. A book published in 1906 entitled Saco Valley Settlements and Families gives this description:

> On April 11, 1798 was born George P. Meserve, who:
>
> *having been employed on the rugged soil in boyhood he was deprived of the means of gratifying his inherent thirst for that knowledge obtained from books, such as are accessible today; but after the days expired, and when others were reposing, he was wont to study such works as came within reach by the uncertain, flickering light of pitch-wood. His strongest trend was on military lines, and he became an adept in tactics, and at the early age of twenty-six was commissioned major-general of the state militia.*

In 1832 Meserve served as a selectman in Jackson. He, a man named "Tricky," and John Rogers claim that they "ran the line" of the Jackson boundary in May of 1832. In that very same month in 1832, adjacent to the very same Jackson boundary "run" by Meserve and also adjacent to the land of Merserve's half sister-in-law, the State Lands Commissioner James Willey (sometimes "Wiley") granted (for $300) a large tract of land to Jacob Sargent and others. This "Sargent's Purchase" encompassed 25,000 acres, covered (some said) the State's most iconic mountaintop, and rested on a boundary description rife with ambiguity. The deed describes Sargent's Purchase as follows:

> *Beginning on the northeast comer of a lot of land given to widow Dorcas Eastman of said Bartlett by the Legislature of New Hampshire; thence running due west three and one fourth miles; thence due north so far as that a due east course, extending to the west line of the town of Jackson or Pinkham's Grant, shall contain 25,000 acres; thence southerly on said westerly line of Jackson to the southwesterly corner thereof; thence south so far as that a due west course shall strike the first mentioned bounds*

First, the deed references a lot given to Dorcas Eastman rather than Dorcas Merrill. No record exists for such a transfer and, if one believes George Meserve, only Dorcas Merrill ever obtained this land, the drafters of Sargent's deed having mistakenly named a close family member in place of the actual grantee. As Meserve later testified, Merrill's "mother's name was Dorcas Eastman; never knew any other Dorcas Eastman."[2] Second, the south side of Sargent's purchase in this description runs east to west for "three and one fourth miles," a distance that would have placed its western terminus well into Hart's Location which had already been delineated in the late 1700's and which actually lay in another county.[3] Finally, the description contains no static northern boundary. In a manner now appearing almost reckless but consistent with other grants of the time, the northern boundary is nothing more than a line running from the west to the east until it intersects either the Town of Jackson or Pinkham's Grant.[4] This line continues to slide north until the area within the shape it helps create includes the full 25,000 acres. Nevertheless, for the time being, no one disputed the bounds of Sargent's Purchase.

Later, in 1835, Willey quitclaimed to Samuel Thompson and George Meserve a parcel starting at the northwest comer of Pinkham's Grant (which now appears to be near the comer of Martin's Location if, indeed, Pinkham's grant did originally reach to Randolph), running along the bottom of Low and Burbank's Grant, south along the recently created Chandler's grant, and then back to its beginning. But just like Sargent's Purchase, the deed essentially creates a line running west to east that continues to slide south until the parcel it helps describe contains 12,000acres. The deed states:

> *Beginning at the northwest corner of Pinkham's Grant, thence running westerly to the south line of Shelburne Addition and the south line of Low & Burbank's Grant, to the northeast comer of Jeremiah Chandler's Grant; thence due south on the east line of said Chandler's Grant, so far that a due east line extending to the west line of said Pinkham's Grant shall contain 12,000 acres; thence northerly on said west line to the first bound.*

In 1839, Thompson and Meserve quitclaimed this parcel to Daniel Eastman, perhaps yet another relative of George Meserve. However, this quitclaim deed purports to transfer only 10,000 acres from Willey and uses a different but overlapping description.[5] Daniel Eastman transferred this land to men named Whitney and Wetherell in 1840.

In 1841, George Meserve, now the local tax collector, determined that taxes on Sargent's Purchase were in arrears. In 1842, the *NH Patriot* and the *Coös County Democrat* printed notice of the pending tax sale of Sargent's Purchase along with other prominent lands in the area. Subsequently, in 1844, the Coös County sheriff sold Sargent's Purchase to Jared Williams. The sheriff at the time was the same George Meserve. The deed making the transfer essentially just described the land as "Sargent's Purchase" minus some specific lots. Williams subse-

quently quitclaimed Sargent"s Purchase to George Herring in 1844 who then, in 1846, conveyed it by quitclaim deed to none other than George Meserve. It is Meserve who quitclaimed it to Coues (sometimes "Cowes") and David Pingree in 1846.

In 1848, more tax trouble brewed to the north. Taxes went unpaid on an undivided one- half interest in Thompson and Meserve's Purchase so the new combination sheriff and tax collector, John Bellows, sold at auction this half interest to Joseph Cady. Joseph Cady then sold this interest back to tax collector/sheriff John Bellows for the exact amount Cady paid for it ($20.71). Bellows then quitclaimed this to the ubiquitous George Meserve. Although apparently now without any legal title, witnesses in 1851 claimed that Sheriff Bellows controlled the "pony road" that ran to the Mount Washington summit (which sources say came down Tuckerman's Ravine) and that no one could pass without his permission.[6]

N.H. Supreme Court opinions record testimony that "Rosebrook and others" built the first Summit House in 1852. The next year, a man named Samuel Spaulding testified that he and others (having for some reason sought the permission of John Bellows) built the Tip-Top House. Afterwards, Spaulding went into business with Hall and others - owners of the Summit House.[7] Nothing indicates that any of these parties actually owned the land beneath the buildings although some anomalous deeds indicate an attempt to transfer interests in the summit from, for instance, John Bellows to Thompson. These deeds do not appear to be part of a valid title chain. Adding to the mystery, many deeds, including the one from Bellows mentioned above, were burned in a fire at the Coös Registry in 1886 and have been re-transcribed with significant omissions to the extent they exist at all.

In 1853, Coues and Pingree quitclaimed Sargent's Purchase to the Jackson Iron Mfg. Co. of which David Pingree was president. After David Pingree's death, his heirs took over the company. In that same year, the Legislature gave Gen. David O. Macomber a charter to create a road to the summit. Through fits and starts, the road emerged from the mountainside and continues in operation today, touted as "America's oldest manmade attraction."[8]

The next year, George Meserve quitclaimed Thompson and Meserve's Purchase to John Hitchcock who then quitclaimed it to John Bellows. In 1858, Samuel Thompson also quitclaimed his interest to John Bellows so that Bellows now appeared to control all of Thompson and Meserve's Purchase, if, in fact, the 1848 tax sale was valid. However, Wetherell, Whitney, and Faulkners continued to claim ownership through their original grant from Daniel Eastman and they later quitclaimed that interest to Henry B. Wells. The discrepancies in the competing title chains became irrelevant in 1859 as Bellows too quitclaimed to Wells. Although circuitous, this series of transactions left the Jackson Iron Mfg. Co. and Henry Wells in control of Mount Washington - Wells to the north and the manufacturing company to the south.

In the meantime, a new vision for the mountain started to materialize in 1858, when Sylvester Marsh obtained a charter from the N.H. Legislature to build a railway. Completed in 1869, what is generally known as the "Cog Railway" still operates today as a "marvel of 19th century technology and modern innovation."[9]

In the 1860's, the ambiguities in the boundary descriptions of Sargent's Purchase and Thompson and Meserve's Purchase took center stage. Wells and the Jackson Iron Mfg. Co. each claimed that the summit of Mount Washington resided within each party's respective parcel. Part of the dispute focused on the boundaries of the lot granted to Dorcas Merrill. Previous transfers of Sargent's Purchase relied on the boundaries of the Merrill lot-if the location of the Merrill lot changed, so too would the boundaries of Sargent's Purchase. Although the transfer to the legislature described an "ash tree" as the boundary, others believed that the parties to the transfer wanted to refer to the boundaries of the land actually occupied by Merrill, not just what the Legislature had granted. In came George Meserve to testify. That boundary, he said, was not defined by an "ash tree" but by a maple of which only he and his cohorts knew the location.[10] Apparently, his testimony did not prove decisive. Between 1862 and 1869, no fewer than four New Hampshire Supreme Court decisions addressed the dispute between Wells and the Jackson Iron Mfg. Co., none of them culminating in resolution.

Around this same time, State Treasurer Peter Sanborn independently created a new title chain by transferring the summit of Mount Washington to Aurin Chase. This action appeared to re-grant land already transferred years before. Eventually, this title chain became vested in the heirs of Pingree and the Road Company.

## Documents - Overview

In 1872, a partial reconciliation came to the summit when the heirs of Pingree, presumably tired of the legal imbroglio in which they participated on behalf of the Jackson Iron Mfg. Co. and perhaps daunted by the prospect of ever proving ambiguous boundaries, bought Thompson and Meserve's Purchase so that they now owned both parcels. Although owning the two might result in resolution of the respective lot boundaries, other parties still had interests in the mountain; specifically, both the Summit Road Co. and the Mount Washington Railway Co. ("Railway") were pressing their respective rights. Out of this situation comes the settlement of 1894.[11]

The 1894 settlement actually involved four parties - the heirs of Pingree, the Railway, the Road Company, and the Concord & Montreal Railroad. The agreement served as a deed for all practical purposes but its atypical structure created its own set of ambiguities. For instance, rather than including a transfer clause, the agreement contains a series of separate paragraphs each naming different parties, including different interests, and using different transfer mechanisms (some warranty, some quitclaim, some just by way of agreement). As a result of this agreement, the Railway owned a large circular area of the summit in fee as well as the railway corridor to the base; the Road Company held easements to use the road, turning grounds, and what were then stables; and the heirs of Pingree continued with the residual. Later, in 1910, the Railway obtained additional land at the summit consisting of a 10-acre quasi-rectangular tract attached to the summit circle from the successors of the Pingree heirs. *(Editor's note: From here out this overview provides a preview of coming documentary attractions of this Jitney Years Project Vol. 5 Documents & Maps)*

In 1915, the federal government took essentially all land on the mountain other than these areas through condemnation. Three years later, in 1918, the White Mountain National Forest was born.

Finances now began to play a role in ownership. In 1939, the Railway *(managed by Col. Henry Teague under a $100,000 lease to own arrangement with the Boston & Maine Railroad since 1931)*, seemingly strapped for cash, entered into an indenture with the Mount Washington Club, Inc. *(underwritten through another "lease to own" arrangement with Henry Teague's alma mater, Dartmouth College worth $135,000)*, which would later change its name to the Mount Washington Summit House ("MWSH"), for the summit circle and rectangle. The MWSH in 1952 obtained the remainder of the Railway's land through a deed. Within days, the MWSH transferred all of this land, the rail corridor, the summit, and the base, to Dartmouth College *(to settle its financial arrangement with Henry Teague, who had died)*.

In 1962, Dartmouth College owned almost every interest in the mountain not already taken by the federal government - but not for long. The College quickly began transferring interests to various parties. It gave the railway corridor down to the base in fee to a company called Marshfield, Inc. *(controlled by long-time railroad manager, Col. Arthur Simpson Teague and under a $125,000 lease-to-own arrangement similar to the one Dartmouth had with Henry Teague)* along with an easement over the summit circle. Later, it gave Marshfield Inc. a 200-foot long rectangular lot near what is now the Sherman Adams building. To the State it gave *(for $150,000)* the summit circle and the large quasi-rectangular tract, reserving from the summit circle an 8-acre parcel that it could use for any purpose including broadcasting. Marshfield Inc. eventually merged with the Railway which survived the merger and now holds all of the rail- related interests. Many years later, Dartmouth College transferred the 8-acre "out parcel" to the State *(for $1.3-million dollars after Dartmouth obtained all of the money from long-term leases negotiated by Henry Teague with various parties that used those 8-acres for broadcasting)*, solidifying the State as the fee owner of almost all of the Mount Washington Summit.

Today, N.H. State Parks operates the summit of Mount Washington in partnership with the fee and easement owners and others *("Summit Partners")* with interests on the mountain. Since 1969, the Mount Washington Commission has helped guide management with input from the relevant stakeholders. The Mount Washington Commission is comprised of:

- N.H. State Parks;
- The Mount Washington Auto Road (Road Company);
- The Cog Railway (Mount Washington Railway Company);
- The Appalachian Mountain Club;
- The U.S. Forest Service;
- Townsquare Media;

- The Mount Washington Observatory;
- A New Hampshire Senate member;
- A New Hampshire House of Representatives member;
- And public members appointed by the Governor and Executive Council.

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**Endnotes:**

**1.** The following history draws extensively from several N.H. Supreme Court opinions (formerly called the Superior Court of Judicature of New Hampshire) and to a lesser extent from various deeds and third-party information, specifically- Wells v. Jackson Iron j'vffg.Co., 44 N.H. 61 (1862); Wells v. Jackson Iron Jvlfg.Co., 47 N.H. 235 (1866); Wells v. Jackson Iron lvffg. Co., 48 N.H. 491 (1869); Wells v. Jackson Iron Co., 50 N.H. 85 (1870); Coös County Registry of Deeds - ("Book/Page") B8/l1 7; B9/24 l; B9/245; B9/246; B9/247; B9/249; B9/249; 12/170; 12/172; B15/122; B15/326; 22/28; B22/28; B22/29; 22/68; B25/255; B28/l 76; B28/334; B30/285; B30/287; B30/319; B31/309; B31/310; B32/3; B32/5; B32/8; B32/9; B32/10; B32/11; B32/35; B32/66; B32/69; B32/105; B32/278: B32/316; B32/317; B32/339; B32/367; B32/340; B33/3; B33/41; 33/358; 34/321; 34/323; 40/213; 46/11; 59/286; 59/288; 65/71; 65/72; 65/73; 65/74; 65175;65176;65177;65/78; 68/23; 68/22; 68/24; 68/31O;74/30; 76/72; 79/2; 83/194; 90/148; 90/154; 126/171; 132/298; 132/315; 132/347; 134/172; 134/178; 134/188; 134/199; 153/150; 176/98; 252/827; 306/10; 419/117; 471/245; 474/1; 474/5; 474/7; 474/58; 481/96; 481/209; 482/344; State of N.H. Archives, Book of Deeds of State Land; https://mtwashingtonautoroad.com/history; https://thecog3-px.reservationnow.us/about-the-ride/; Jackson Historical Society, http:llwww.jacksonhistory.org/Collection/reports/web_obituariesPage11.html; *Mount Washington, A Handbook/or Travelers*, Frank H. Burt (1906); *Saco Valley Settlements and Families, Historical, Biographical, Genealogical, Traditional, and Legendary*, G.T. Ridlon. Sr. (1895).

**2.** Merserve's wife's maiden name being Eastman.

**3.** By comparison, today, the southern edge of Sargent's Purchase is only about a half of a mile long. In all likelihood, Hart's Location, Low and Burbank's Purchase, Curt's Grant, Crawford's Grant (Purchase) and Bean's Grant all existed at this time.

**4.** In 1834, James Willey made a plan of Jackson but there is no available record of him having delineating Jackson's boundaries prior to granting Sargent's Purchase.

**5.** The initial part of the description in the 1839 deed makes no sense as it fails to describe a closed shape.

**6.** Sheriff Bellows appeared to be less than fastidious with respect to the finer points of property ownership. In *Cahoon v. Coe*, 57 N.H. 556 (1876), the N.H. Supreme Court upheld a decision requiring him to return land that he had sold at a tax sale to his nephew because he had failed to give the owner proper notice.

**7.** In 1854, Spaulding jointly owned the Tip-Top House with Hall and Noyes.

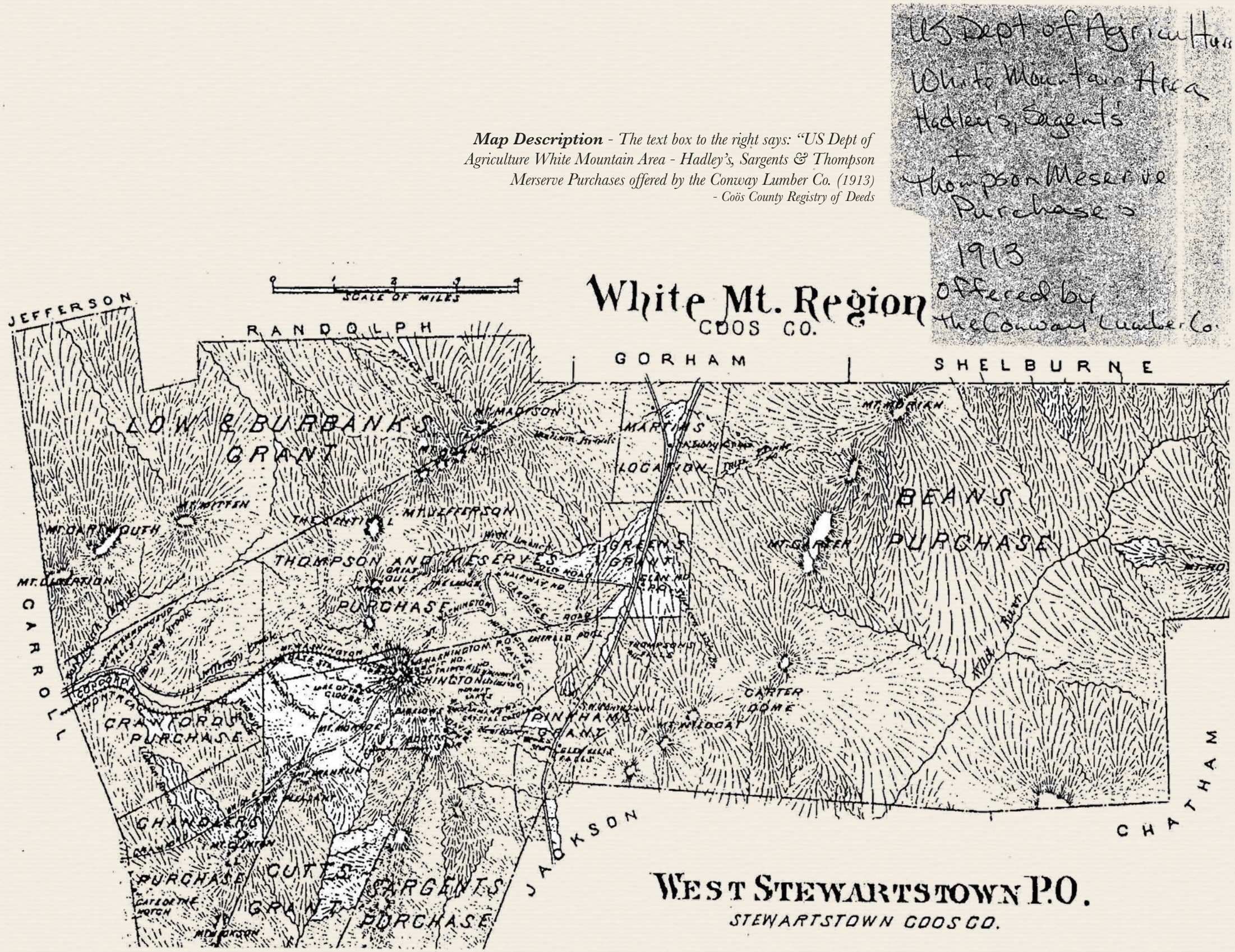
**8.** https://mtwashingtonautoroad.com/history .

**9.** https://thecog3-px.reservationnow.us/about-the-ride/.

**10.** Around 1853, Thompson says that he and Willey made a preliminary survey and referred to the Maple tree. Noah Barker, who claimed to have made several surveys (though he may not have actually been a surveyor) called on Willey "[b]y advice of Gen. Meserve."

**11**. George P. Meserve died ten years prior to this settlement on September 19, 1884 at the age of 86. His obituary read: "Married to Harriet Eastman. Grandson of Captain Jonathan Meserve of the British Army who revolted and fought in the Revolutionary War. Son of Colonel Jonathan Meserve one of the first settlers of Jackson."
Jackson Historical Society, http:llwww.jacksonhistory.org/Collection/reports/web_obituariesPage11.html;

***Map Description*** *- The text box to the right says: "US Dept of Agriculture White Mountain Area - Hadley's, Sargents & Thompson Merserve Purchases offered by the Conway Lumber Co. (1913)*
*- Coös County Registry of Deeds*



CHAPTER 3

# 1905 National Forest

Creation of the White Mountain National Forest has its roots planted in the Transfer Act of 1905 that transferred control over the federal forest reserves from the General Land office of the Department of the Interior to the US Department of Agriculture and its Forest Service. Congress began considering a bill that would allocate money to purchase private land necessary to protect rivers, watershed headwaters in the eastern United States and protect those lands by maintaining them as national forests. The Conway Company began consolidating its holdings ahead of the expected federal land purchases. The 1906 quitclaim deed from Katherine Martin included parcels across the Presidential range from Bartlett to Fabyans. Reproduced below is the sections involving the Mt. Washington Railway Company. In 1910 as the bill took final shape, the Mount Washington Railway Company and The Conway Land Company did a transfer of a rectangle of land off the railroad's right-of-way and summit circle.

**➤1906➤**
**Quitclaim Deed**
**Katherine F. Martin to**
**The Conway Company**
**October 18, 1906**

*Recorded in the Coös County Registry of Deeds in volume 134 at page 199;*

KNOW ALL MEN BY THESE PRESENTS, that I, Katherine F. Martin, of Boston in the County of Suffolk and Commonwealth of Massachusetts in consideration of one dollar and other valuable considerations paid by The Conway Company, a corporation duly established under the laws of the State of Maine the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said The Conway Company all and singular the following parcels of land situated in Carroll County and State of New Hampshire, together with the mills, buildings and improvements thereon whatsoever, Viz:-

All of the above being the same premises conveyed by Otis H. Smith, et al. to the New Hampshire Lumber Company and recorded in the Carroll County Registry of Deeds, Sept. 10th, 1894, Book 102, Pages 491 to 495 inclusive, and also being the same premises conveyed by the New Hampshire Lumber Company to Robert Osgood by deed dated June 29th, 1905, and recorded with said Carroll County Deeds, Book 126, Page 147.

Also certain other tracts or parcels of land lying and being in the County of Coös and County of Carroll in said State of New Hampshire and bounded and described as follows, to wit:-

First: All that tract of land known as the "Thompson and Meserve Purchase," being the same conveyed by James Willey, Land Commissioner of the State of New Hampshire, to George P. Meserve and Samuel W. Thompson by deed dated July 28th, 1835, and recorded in the office of the Secretary of State of New Hampshire, Sept. 10th, 1835, and therein described as follows:-

"Beginning at the north-west corner of Pinkham's Grant, thence running westerly by the south line of Shelburne Addition and the south line of Law & Burbank's Grant to the north-east corner of Jeremiah Chandler's Grant; thence due south on the east line of said Chandler's Grant so far that a due east line extending to the west line of said Pinkham's Grant shall contain twelve thousand acres; thence northerly on said line to the first bound."

Also a certain tract of land known as "Sargent's Purchase," being same conveyed by James Willey, Land Commissioner of said State, to Jacob Sargent and others by deed said dated May 31st, 1832, and recorded in the office of the Secretary of State of,New Hampshire, June 5th, 1832, and therein described...

Also a tract of land conveyed by the State of New Hampshire to Aurin M. Chase by deed dated Oct. 17, 1867, and recorded in the Registry of Deeds for said County of Coos, Book 83, Page 194, and therein described as follows: -

# Documents - 1906

"All and singular the lands belonging to the State of New Hampshire, lying and being within a circular area six miles in diameter, of which the center is the center of the Tip Top House on the summit of Mount Washington, in the County of Coos, in said State, and extending three miles in every direction from the center of said Tip Top House, all situated in the County of Coös aforesaid, and estimated to be two thousand acres in the whole, more or.less, meaning and intending hereby to transfer and assign to said Aurin M. Chase, his heirs and assigns forever, ill the right, title and interest of the State of New Hampshire in and unto any and all lands within the limits of the aforesaid circle, however the same may be located and bounded and whatever the number of acres."

This deed is not to include the parts of said "Sargent's Purchase" which lie within the present limits of the towns of Jackson and Bartlett, nor to include the right of way of the Mount Washington Summit Road Company, or the land owned by said Company with in the limits of said right of way, nor the right of way of the White Mountain Turnpike Company nor the land and privileges conveyed by Pingree and others to the Mount Washington Railway Company by deed dated April 30th, 1894, and recorded in said Registry of Deeds, Book 68, Pages 310 and 314 inclusive, all of which are hereby excepted from the grant of the above-described premises. Said land and privileges conveyed by said deed of April 30th, 1894, to the Mount Washington Railway Company as therein described being the following:-

"All that portion of the summit of Mount Washington which is included within the circle described by a radius of fifty rods in length, extending from the iron pin set in a rock near the north-easterly corner of the stage office on said summit; together with all their rights in the buildings thereon, except the stage office and stables and Summit House with appurtenances, furniture and fixtures,

"Excepting and reserving from the grant of the above-described premises, for the sole use and benefit of the Mount Washington Summit Road Company, its successors and assigns, including the use thereof for their patrons, passengers and employees, the following interests, property and rights, viz:-

"1. The right to forever maintain and operate its carriage road over and upon the granted premises where the same is now constructed.

"2. The right to forever renew, maintain and use the stage office and stag buildings for lodging and victualing employees of the Road Company and stages, and convenient stables for horses used on said road, as said buildings are now located or may hereafter be located by mutual agreement. Any renewal of said buildings shall not be unsightly.

"3. The right to use the space between the present stage office and signal station, and in front of the stables, as turning grounds for their stages and other vehicles.

"4. The right to pass over said premises to and from said carriage road to other parts of the summit by the usual or customary walks and passageways, and from one point to another on the summit to the same extent respectively as the patrons, passengers and employees of the Railroad Company shall be permitted to do; but the employees of neither Company, or of their lessees and patrons, shall be permitted to resort to and make use of the buildings of the other except under such reasonable rules as may be established by the other Company.

"5. The exclusive right to use the water from the spring near the present stable; the right to use the water from the spring near the stage office to the same extent as heretofore; and an equal right with the Railway Company to use the water from the spring west of the old engine-house."

Also excepting the right of said Mount Washington Railway Company granted by said deed to collect water for its tanks along its line, with wooden spouts or other appliances on the right-hand side of the railway going up the mountain and to make use of the land hereby conveyed for said purpose to a distance from said railway tract not exceeding six hundred feet.

Also excepting the entire right of way outside the aforesaid circle of fifty rods radius granted to said Railway Company by said deed of April 30th, 1894, as the same is now occupied by it from the base of said mountain to the summit, the right of way hereby excepted and reserved is "ninety-nine feet wide and its external boundaries are forty- nine and one-half feet from the center cog rail of said railway as now located and constructed." This exception being of all the land within the limits of said right of way as above described."

Also excepting the following tracts conveyed by said Pingree and others to the said Railway Company by said deed and described as follows:-

"About one acre of land near the terminus of the Railway at the base of the mountain on which the laundry and appurtenances are erected, said land being bounded as follows, viz: Beginning at the point where the south line of the railway location crosses the Ammonoosuc River; thence westerly along the south line of the said railway location, passing the corner of the depot to an iron bolt set in the carriage road one chain seventeen links westerly from the south-west corner of the depot; thence south twenty degrees east four chains on the east line of the Marshfield House Lot; thence north seventy degrees east to said River; thence down said River to the point begun at.

"A certain tract of land situated near the base of said mountain, bounded and described as follows, viz: Beginning at a point where the Ammonoosuc River crosses the westerly line of Thompson and Meserve's Purchase, thence southerly by said line of said Purchase to the north line of the Railway location; thence by the northerly line of said location to the Ammonoosuc River; thence by said River to the bound begun at.

"Ten and thirty-eight one-hundredths acres of land near the terminus of the railway at the base as laid down on a plan of Daniel Barker, dated in 1877, hereby referred to and known as the Marshfield Lot, subject to all conveyance thereof and agreements relative thereto heretofore made."

This conveyance is also made subject to the provisions of paragraph "V" of said deed of April 30th, 1894, to the said Mount Washington Railway Company, as herein set forth, viz:-

"Said David Pingree, Ann Maria Wheatland, and Anna P. Peabody, residuary legatees of David Pingree, deceased, do hereby covenant and agree with the Mount Washington Railway Company, its successors and assigns, that no boarding-house or other place for boarding, victualing, or otherwise entertaining tourists, travelers, or other persons, shall ever be built, maintained, or operated at any point on said mountain, except said stage office and stables, within one-half mile of the Mount Washington Railway as now located from the base to the summit, nor on Cape Horn, so called, by any person or corporation claiming title from the estate of David Pingree, deceased, either through Ebenezer S. Coe and David Pingree, Trustees, or through the legatees of said David Pingree, or the Jackson Iron Manufacturing Company."

The above being the same premises conveyed to Robert Osgood by David Pingree and others and recorded in Coös County Registry of Deeds June 7th, 1897, in Vol. 90, Page 148. Together with and subject to all the restrictions and reservations contained in said deed.

TO HAVE AND HOLD the granted premises, with all the privileges and appurtenances thereto belonging to the said The Conway Company and its successors and assigns, to their own use and behoof forever. And I do hereby, for myself and my heirs, executors, and administrators, covenant with the said grantee and its successors and assigns ,that the granted premises are free from all encumbrances made by me except as aforesaid, and that I have good right to sell and convey the same as aforesaid; and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persona claiming under me, except as aforesaid.

IN WITNESS WHEREOF, I, the said Katherine F. Martin, single woman, hereunto set my hand and seal, this first day of October in the year one thousand nine hundred and six

Signed, and Sealed
in presence of:
Walter H. Roberts
George F. Piper

KatherineF.Martin, L.S.

COMMONWEALTH OF MASSACHUSETTS, Suffolk, ss. October 18th 1906.

Then personally appeared the above-named Katherine F. Martin and acknowledged the foregoing instrument to be her free act and deed,

BEFORE ME,
Walter H. Roberts, (N. P. Seal)
Notary Public.
Commission expires Jan. 15 1910

SO HELP US GOD.

Katherine F. Martin
Robert Osgood

COMMONWEALTH OF MASSACHUSETTS County of Suffolk: ss. October 18th A. D. 1906. Personally appearing the above-named Katherine F. Martin and Robert Osgood severally took and subscribed the foregoing oath.

BEFORE ME,
Walter H. Roberts, (N. P. Seal)
Notary Public.

## ≺1910≻
### Mount Washington Railway Co.
### Quitclaim Deed from
### The Conway Company
### March 15, 1910

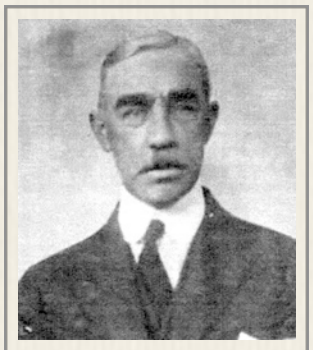
*Recorded in the Coös County Registry of Deeds in volume 153 at page 150;*

Know all Men by These Presents, that The Conway Company, a corporation existing by law and having its principal place of business at Conway, in the County of Carroll and State of New Hampshire. for and in consideration of the sum of one dollar ($1. 00) to it in hand, before the delivery hereof, well and truly paid by the Mt Washington Railway Company, a corporation existing by law and having its principal place of business at Concord, Merrimack County, said State of New Hampshire, have remised, released and forever QUITCLAIMED, and by these presents do remise, release and forever quitclaim unto the said Mt. Washington Railway Company, its successors, heir and assigns forever the following tract, or parcel of land, bounded and described as follows:

Commencing at a: point on the easterly side line of the right of way of said Railway said point being located at right angles from a point in the center line of location of said Railway 347 feet north-westerly, measuring along said center line, from a point in said center line opposite the Lizzie Bourne monument; thence north 68 degrees east 437 feet; thence south 22 degrees east 1000 feet; thence south 68 degrees west 437 feet to a point fifty rods easterly from an iron pin on the Summit of Mt. Washington at the center of a circular tract of land conveyed to said Railway by David Pingree et al. April 30, 1894; thence north-westerly by said circular tract about 619 feet to the easterly side of the location of said Railway; thence north-westerly by said side line about 409 feet to the place of beginning; containing ten acres; - excepting such right of way, if any, through said tract of land as belongs to the Mt. Washington Summit Road Company for further of said tract of land reference is hereby made to the plan *(next page)* hereunto annexed and made a part hereof.

TO HAVE AND TO HOLD the said premises with all the privileges and appurtenances thereunto belonging, to the said Mt. Washington Railway Company, its successors and assigns forever; and it doe hereby covenant with the said Mt. Washington Railway Company, its successors & assigns that it will warrant and defend the said premises to it the said Mt. Washington Railway Company, its successors and assign, against the lawful claims and demands of any person or person claiming by, from or under it.

IN WITNESS WHEREOF, it has hereunto set its hand and seal this 15th day of March in the year of our Lord 1910. signed, sealed and delivered in the presence of us:



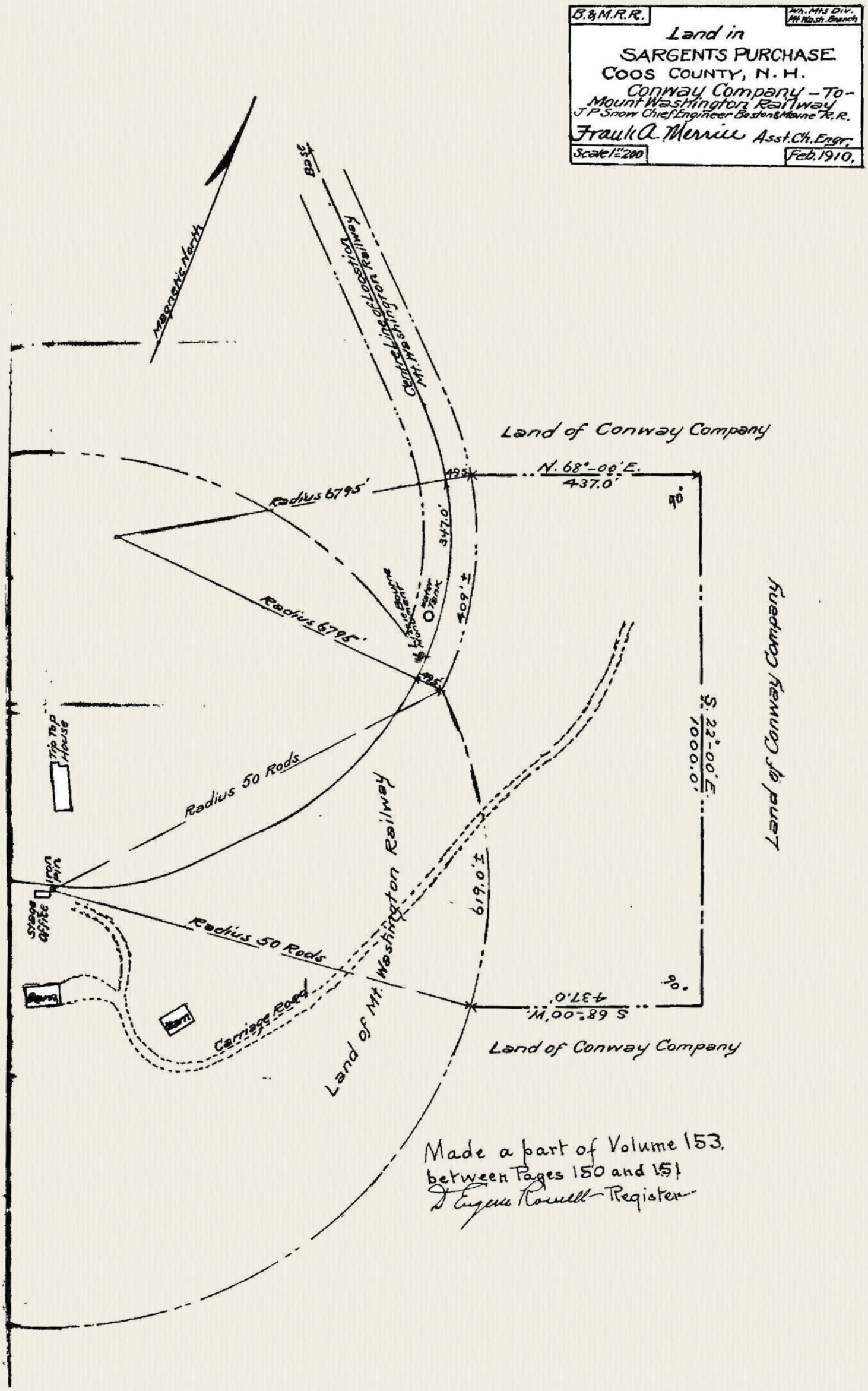
MF. Long The Conway Co.

W. M. Brown by: *Oakleigh Thorne (left)*

STATE OF NEW YORK, County of New York, ss.

On this 15th day of March, 1910, personally appeared before me the above named Oakleigh Thorne, president and agent of the Conway Company, and acknowledged the foregoing instrument to the voluntary act and deed of said The Conway Company.

*B. C. McKann*, Notary Public.




Made a part of Volume 153,
between Pages 150 and 151
J. Eugene Rowell Register

## ≺1911≻

Oakleigh Thorne, president of the Conway Co. and its agent as the head of the North American Trust Co., owed a debt to J.P. Morgan for rescuing his company in 1907. The land deal at the Summit of Mt. Washington may have been in anticipation of Charles Mellen and Morgan's plan for development of a new hotel and electric trolley. That project was getting started as the Weeks Act was signed into law in 1911, after a decade-long debate about the role of the federal government in protecting forestlands. The Weeks Act, named after Massachusetts Congressman John Weeks, allowed the use of federal funding to purchase forest land for conservation. The Weeks Act appropriated $9 million to purchase 6 million acres of land in the eastern United States. The Conway Company land in the White Mountains was on the list to preserved. It was also where the Mellen & Morgan's trolley line would run. What follows are excerpts from that law.

### THE ACT OF MARCH 1, 1911
### (POPULARLY KNOWN AS THE WEEKS LAW)[1]
### [As Amended Through P.L. 110–343, Enacted October 3, 2008]

CHAP. 186.—AN ACT TO ENABLE ANY STATE TO COOPERATE WITH ANY OTHER STATE OR STATES, OR WITH THE UNITED STATES, FOR THE PROTECTION OF THE WATERSHEDS OF NAVIGABLE STREAMS, AND TO APPOINT A COMMISSION FOR THE ACQUISITION OF LANDS FOR THE PURPOSE OF CONSERVING THE NAVIGABILITY OF NAVIGABLE RIVERS.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That **[**16 U.S.C. 552**]** the consent of the Congress of the United States is hereby given to each of the several States of the Union to enter into any agreement or compact, not in conflict with any law of the United States, with any other State or States for the purpose of conserving the forests and the water supply of the States entering into such agreement or compact.

SEC. 2. **[**16 U.S.C. 563**]** That the sum of two hundred thousand dollars is hereby appropriated and made available until expended, out of any moneys in the National Treasury not otherwise appropriated, to enable the Secretary of Agriculture to cooperate with any State or group of States, when requested to do so, in the protection from fire of the forested watersheds of navigable streams; and the Secretary of Agriculture is hereby authorized, and on such conditions as he deems wise, to stipulate and agree with any State or group of States to cooperate in the organization and maintenance of a system of fire protection on any private or state forest lands within such State or States and situated upon the watershed of a navigable river: *Provided,* That no such stipulation or agreement shall be made with any State which has not provided by law for a system of forest-fire protection: *Provided further,* That in no case shall the amount expended in any State exceed in any fiscal year the amount appropriated by that State for the same purpose during the same fiscal year.

SEC. 3. That there is hereby appropriated, for the fiscal year ending June thirtieth, nineteen hundred and ten, the sum of one million dollars, and for each fiscal year thereafter a sum not to exceed two million dollars for use in the examination, survey, and of lands located on the headwaters of navigable streams or those which are being or which may be developed for navigable purposes: Provided, That the provisions of this section shall expire by limitation on the thirtieth day of June, nineteen hundred and fifteen.

[Sections 4 and 5—Repealed by P.L. 94–588]

SEC. 6. **[**16 U.S.C. 515**]** The Secretary of Agriculture is hereby authorized and directed to examine, locate, and purchase such forested, cut-over, or denuded lands within the watersheds of navigable streams as in his judgment may be necessary to the regulation of the flow of navigable streams or for the production of timber. No deed or other instrument of conveyance of lands referred to herein shall be accepted or approved by the Secretary of Agriculture under this Act until the legislature of the State in which the land lies shall have consented to the acquisition of such land by the United States for the purpose of preserving the navigability of navigable streams.

SEC. 7. **[**16 U.S.C. 516**]** When the public interests will be benefited thereby, the Secretary of Agriculture is hereby authorized, in his discretion, to accept on behalf of the United States title to any lands within the exterior boundaries of national forests which, in his opinion, are chiefly valuable for the purposes of this Act, and in exchange therefor to convey by deed not to exceed an equal value of such national forest land in the same State, or he may authorize the grantor to cut and remove an equal value of timber within such national forests in the same State, the values in each case to be determined by him: *Provided*, That before any such exchange is effected

notice of the contemplated exchange reciting the lands involved shall be published once each week for four successive weeks in some newspaper of general circulation in the county or counties in which may be situated the lands to be accepted, and in some like newspaper published in any county in which may be situated any lands or timber to be given in such exchange. Timber given in such exchanges shall be cut and removed under the laws and regulations relating to such national forests, and under the direction and supervision and in accordance with the requirements of the Secretary of Agriculture. Lands so accepted by the Secretary of Agriculture shall, upon acceptance, become parts of the national forests within whose exterior boundaries they are located, and be subjected to all provisions of this Act.

[1] This Act provides for the acquisition of national forest system lands in the Eastern United States.

The U.S. Forest Service says during it first 100 years, "The Weeks Act led to the creation of 52 national forests in 26 Eastern states and the addition of 19.7 million acres on national forests and grasslands across 41 states and Puerto Rico." The full text may be downloaded at: www.pawild.org/pdfs/1911weeksact.pdf

## ≺1915≻

In 1915, the federal government took essentially all land on the Mountain other than these areas *(outlined in the 1894 settlement)* through condemnation. Three years later, in 1918, the White Mountain National Forest was born.

**United States of America**
**Petition for Condemnation**
**v. Conway Lumber Co. and**
**Order of Notice**
**Filed October 18, 1915**

*Recorded in the Coös County Registry of Deeds in volume 176 at page 88;*

THE DISTRICT COURT OF THE UNITED STATES.
DISTRICT OF NEW HAMPSHIRE.
THK UNITED 'STATES OF AMERICA.

To the Honorable the Justice of the District Court of the United States for the District of New Hampshire:

Now comes the United States of America and represents:

1. That by an Act of Congress approved March 1, 1911, being Chapter 186 of the Third Session of the 61st Congress entitled "An Act to enable any State to cooperate with any other State or States, or with the United States, for the protection of the watersheds of navigable streams, and to appoint a commission for the acquisition of lands for the purpose of conserving the navigability of navigable rivers," the Secretary of Agri culture was authorized and directed to examine, look over and recommend for purchase such lands as is his judgment may be necessary to the regulation of the flowing of navigable streams and to report to the National Forest Reservation Commission the results of such examination; which said Commission were authorized to consider and pass upon such.lands so recommended, provided the Geological Survey had made a preliminary examination and report to the Secretary of Agriculture aforesaid, showing that the control of such lands would promote or protect the navigation of streams on whose watersheds such lands lie. When such lands have been so approved for purchase by such Commission, the Secretary of Agriculture was then authorized to purchase in the name of the United States such lands as bad been so approved. Provided further that the legislature of the States in which such land lies shall have consented to the acquisition of such lands by the United States for the purposes aforesaid.

2. That the Secretary of Agriculture was further authorized to do all things necessary to secure the safe title in the United States to the-lands so to be acquired under said Act.

3. The State of New Hampshire through its legislature has consented to the acquisition of such lands by the United States for the purposes aforesaid.

4. That certain lands situate in said District of New Hampshire as hereinafter set forth and described have been so examined by the Geological Survey of the United States before mentioned, and has reported to the Secretary of Agriculture that control of such lands by the United States will promote and protect the naviga-

tion of the streams on whose watershed they lie and said National Forest Reservation Commission have considered and passed upon such lands and recommended the purchase of the same by the Secretary of Agriculture as provided in said Act.

5. That by said Act of Congress, to wit: said Chapter 186 of the Third Session of the 61st Congress, an appropriation was made for the acquirement of lands located, selected, examined and approved as aforesaid, which said appropriation is now in full force and effect.

6. That the Secretary of Agriculture representing the United States and acting in pursuance of the authority vested in him by the aforesaid Act of Congress has been unable and is unable to secure a safe title in the United States to the lands to be acquired under this Act and as hereinafter mentioned and described, and which said title was not satisfactory to the Attorney General of the said United States.

7. That thereafterwards, to wit: on the thirtieth day of September, A. D. 1915 the said Secretary of Agriculture made application t the Attorney General of the United States to cause proceedings to be commenced for the condemnation of said lands hereinafter described for the uses and purposes aforesaid.

8. That thereafterwards, to wit: on the fourth day of October A. D. 1915, the Attorney General of the United States caused these proceedings to be commenced in this Court for the condemnation of said lands in this District wherein said lands are located for the uses and purposes aforesaid, to wit:

*(Ed note: The document then outlines using surveyors' notes and readings all land on the Mountain other than these areas (outlined in the 1894 settlement) through condemnation.)*

***EXCEPTION NO. 1.*** *(p. 96)*

STATE ROAD

Excepting and reserving from the foregoing Tract; the following described tract or parcel of land, - which is not to be considered as a part of these condemnation proceedings.

***EXCEPTION NO. 2*** *(p. 97)*

MT. WASHINGTON .RAILWAY COMPANY'S LAND AT BASE STATION

Also excepting and reserving from the foregoing Tract, the following described tract or parcel of land, which is not to be considered as a part of these condemnation proceedings, to wit:

Beginning at Corner 1, a point where the South right of way line of the Mount Washington Railway as originally located and built intersects the line between Corner 4 and Corner 5 of the Conway Lumber Co.'s Tract 1, said point being N 11° 49' W 4.36 chains distant from Corner 5 of above tract at a spruce post in a mound of stones, (scribed C, L. C. M.W. R.R. - CP.;) *(Ed. note: 1915 document with Registry of Deeds filed includes additional descriptions of posts & trees scribed - the following is from a later interpretation of said document)*

Thence Westerly a line 3 rods South of and parallel to center line of Mount Washington Railway, as originally located and built

Thence N 66° 14' E 2.80 chains to corner #2, a spruce post and a mound of stones;

Thence N 66° 73° 11' E 5.86 chains to corner #3, a spruce post in amount of stones;

Thence N 71° 11' E 4.87 chains to corner #4 to a 10 inch fir blazed;

Thence N 62° 6' E 3.18 chains to corner #5 at a spruce post;

Thence S 11° 15' E 7.08 chains to corner #6, a spruce post;

Thence N 78° 24' E 12.36 chains to corner #7 a spruce post;

Thence N 34° 14' W 7.39 chains to corner #8, a spruce post, in mound of stones;

Thence N 55° 46' E 5.36 chains to corner #9, center of Ammonoosuc River to a railroad spike in ledge;

Thence down center of Ammonoosuc River N 61° 5' W 4.74 chains to a point in center of track of Mount Washington Railway. *This is the beginning of Exception No. 3;*

Thence 28.95 chains to a point in line between corner #4 and corner #5 of Conway Lumber Company's tract #1;

Thence S 11° 49' E .47 chains to witness corner on South bank of Ammonoosuc River at a spruce post, in mound of stones;

Thence 5.79 chains to point of beginning, containing 24.27 acres, more or less.

***EXCEPTION NO. 3*** *(p. 98)*
MT. WASHINGTON RAILWAY COMPANY'S RIGHT OF WAY

Also excepting and reserving from the foregoing Tract, the following described tract or parcel of land, which is not to be considered as a part of these condemnation proceedings, to wit:

A six rod strip from Base to Summit of Mount Washington.

Beginning at a point on the easterly line of the Mount Washington Railway Company tract at Base Station *(Exception No. 2),* said point is a tack in the railroad trestle at the crossing of the Ammonoosuc River (Thence to intersection of Summit Tract.)

***EXCEPTION NO. 4*** *(p. 99)*
MT. WASHINGTON RAILWAY COMPANY'S TRACT ON
SUMMIT OF MT. WASHINGTON.

Also excepting and reserving from the foregoing Tract, the following described tract or parcel of land, which is not to be considered as a part of these condemnation proceedings, to wit:

This tract comprises a circle of 12,50 chains radius including the summit of Mt. Washington, the center of which is an iron pin set in ledge .06 chain northeast of the N.E. corner of the Stage Office. Containing 49.09 acres, be the same more or less.

The circular tract at the Summit *(see description of E.L. Merrill in file).*

***EXCEPTION NO. 5*** *(p. 99)*
MT. WASHINGTON RAILWAY COMPANY'S TRACT LYING ON THE
NORTHEAST SIDE OF THE SUMMIT

Also excepting and reserving from.the foregoing Tract, the following described tract or parcel of land, which proceedings, to wit:

The rectangular tract northeast of the Summit *(description of E.L. Merrill in file - formerly Conway Lumber Co.)*.

***EXCEPTION NO. 6*** *(p. 99)*
MT. WASHINGTON SUMMIT ROAD.

***EXCEPTION NO. 7*** *(p. 101)*
MT. WASHINGTON SUMMIT ROAD COMPANY'S
LAND AT HALF WAY HOUSE

The total acreage intended hereby to be condemned is 35,859.09 acres as aforesaid. All the hereinbefore mentioned bearings in the foregoing description'. were turned from the true meridian and were obtained by a horizontal survey.

The United States is informed and believes and therefore avers that the following parties, corporations and persons, to wit:

Conway Lumbar Company,

Boston & Maine Railroad Company, a corporation created by law and having a place of business at Concord, N. H., *(lessee)*

Concord and Montreal Railway Company, a corporation created by la and having a place of business at Concord, N. H., *(lessee)*

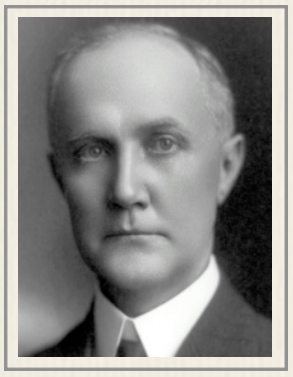
Mt. Washington Summit Road Co., a corporation under the laws of New Hampshire,

Mt. Washington Railway Co., a corporation established under the laws of New Hampshire, and having a place of business at Concord, New Hampshire,

*And others (see actual document)* have or claimed to have an interest in the fee or otherwise in the lands hereinbefore described, but that, the nature and extent of their several interests are to the United States unknown.

The United States is informed and believes and therefore avers that there are or may be other persons who have or claim to have some interest in the fee or otherwise in the lands hereinbefore described, but that the nature and extent of their several interests, if any they have, are to the United States.unknown, and the names and residencies of such persons are unknown to the United States and cannot be ascertained after due diligence.

Wherefore said United States prays this Honorable Court that due notice of the filing of this petition may be given to the said corporations, persons and parties herein before set forth and described, and to all other persons, corporations or associations having or claiming co have any interest in the aforesaid lands, or any part thereof, or any right therein, and after such notice shall have been given in such manner as this Honorable Court shall order and due return thereon made, at such time as the Court may deem proper, a jury in this Court having been impanelled and sworn for that purpose, may make; ascertain and by their verdict return into this Court, after this Honorable Court shall have given to every such person, corporation or association due opportunity to be heard, faithful and impartial appraisement and valuation of said lands and of all right and interests therein, and of all lawful damages sustained by the owners thereof and all other persons, corporations or associations having any lawful right or interest in the said lands, estimating the value of every parcel included in the several tracts hereinbefore described, and all lawful damages accruing to the owners and other persons interested therein by reason of the condemnation thereof to the uses of the United States as if each such parcel were an entire estate and the property of a sole owner in fee simple; and that said jury may by their verdicts faithfully, impartially, and truly apportion said damages, so estimated as aforesaid for each such parcel, to and among all such persons, corporations and associations as appear to have lawful rights or interests in such parcel in proportion to the value of their several rights or interests, determined by said jury as aforesaid, including the just damages, if any, of the above persons, corporations or associations, and that such verdicts so made and found may be accepted and recorded by this Honorable Court upon payment by the United States of America into this Court of said several amounts for the use and subject to the order of such persons, corporations or associations as are found by this Honorable Court to be entitled thereto, and that this Honorable Court do order and decree that the fee of said lands and all and every right, title and interest in and to the same shall thereupon be vested in the United States of America, and that the United States of America shall acquire, have, hold, use, possess an enjoy said lands for its public use forever.



*T. W. Gregory, (left)*
Attorney General of the United States.

By *Fred H. Brown, (right)*
United States Attorney for New Hampshire



ORDER OF NOTICE.
District Court of the United States.
District of New Hampshire.

On reading the foregoing petition, it is ordered that the same be filed and entered, and it is

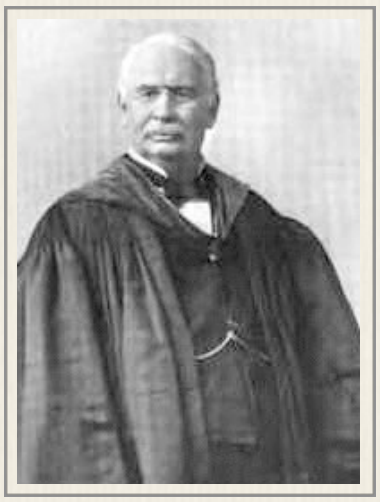
Ordered that the petitioner give notice to all the owners and claimants of land mentioned in said petition to appear at the United States.Court Rooms, in Concord, · in said District, on the 23rd day of November, A. D. 1915, at ten o'clock in the forenoon, and show cause, if any they have, why the said petition should not be granted, by giving to each of said owners or leaving at his usual place of abode, a copy of said petition and this order thereon certified as correct by the Clerk of this Court at least fourteen days prior to said day of hearing; that a like certified copy of said .petition and this order thereon be left with any agent or other person in charge of any of the property mentioned in said petition, or if there be no such agent or person in charge, to be posted in one or more public places in the Town or Towns in which such property may be, located; that a like certified copy be filed with the Secretary of State for the State of New Hampshire, together with a correct plan of the land to be taken; that a like certified copy, together with a correct plan of the land to be taken, be filed in the of-

fice of the Clerk of the Town or Towns, if any, in which such property may be located; that a like certified copy be left with one member of the Board of Selectmen, if any, of the Town or Town in which such property may be located; that a like certified copy be recorded in the Registry of Deeds for the.County of Coös, accompanied by a correct plan of the land to b taken; and that notice thereof to all other persons interested and to all those persons named in said petition as nonresidents of New Hampshire, whose places of abode are unknown, and to all those persons described in said petition whose names and whose places of abode are unknown be given by publishing an attested copy of said petition and this order thereon in the *Lancaster Gazette*, a newspaper printed in said district, once a week for three successive weeks, the last publication whereof to be at least one week prior to said day of hearing.

WITNESS THE HONORABLE *EDGAR ALDRICH*, *(right)*
Judge of the District Court of the United States,
for the District of New Hampshire,
at Concord, in said District, this 18th day of October, A. D. 1915.

BURNS P HODGMAN,
Clerk.

*A true copy of petition and order thereon,*
Received Nov. 9, 9:30 A.M., 1915.



*Judge Edgar Aldrich*
*US District Court - NH*

LATER Included in the area under Exception No. 2 is the following 9 acre tract entitled "Addition to Exception No. 2" and on file in the office of the Forest Supervisor, U.S. Forest Service, Laconia, New Hampshire.

Beginning at Corner No. 1 a point where the Southerly right of way line of the Mount Washington Railway as originally located and built intersects the line between Corner No. 4 and Corner No. 5 of the Conway Lumber Company's tract No. 1;

Thence with a line 3 rods South of and parallel to centerline of Mount Washington Railway as originally located and built N 66° 14' E 2.80 chains;

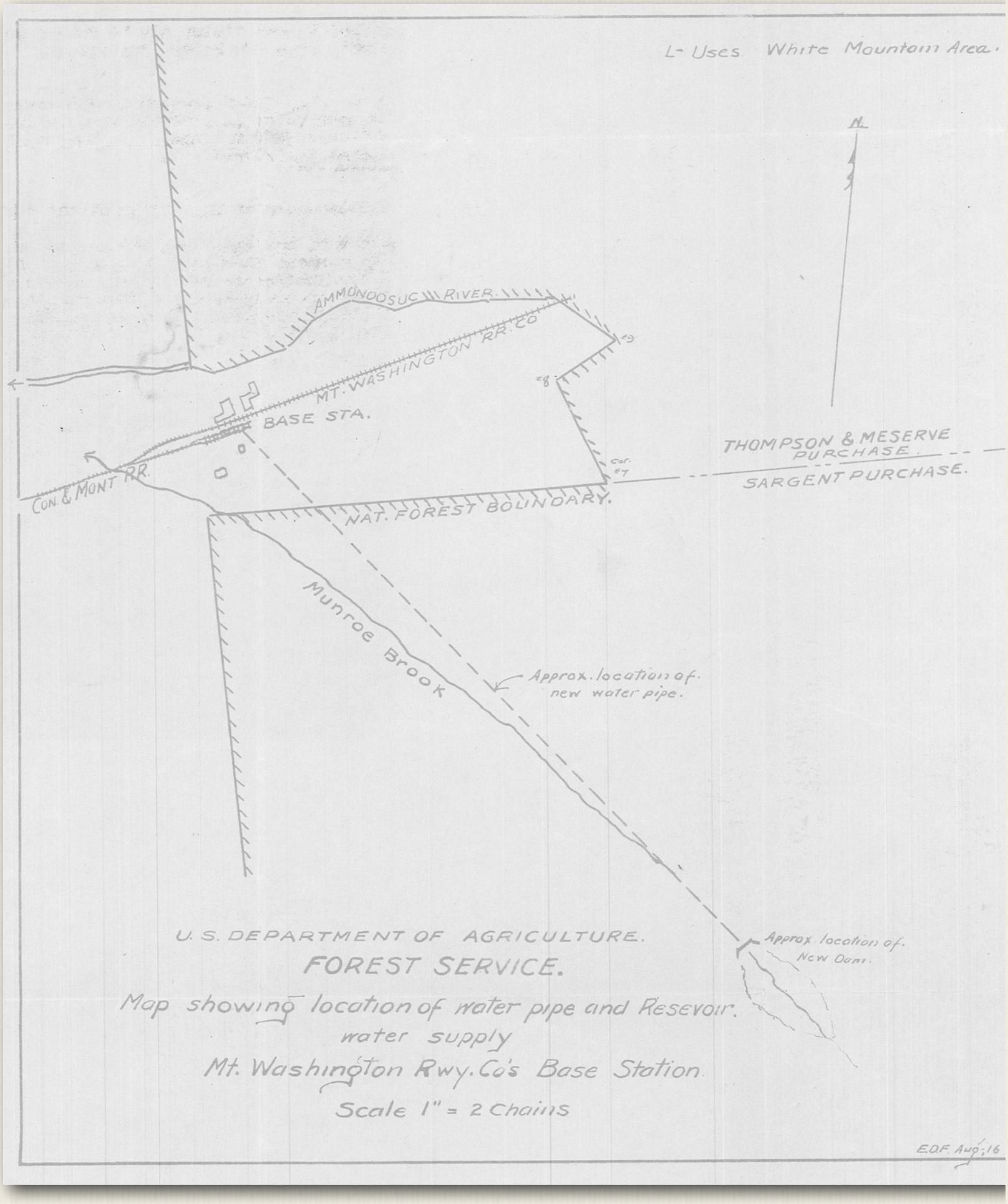
Thence N 73° 11' E 5.86 chains
Thence N 71° 11' E 4.87 chains
Thence N 62° 6' E 3.18 chains.
Thence S 11° 15' E 7.08 chains to Corner No. 6.
Thence 78° 24' W 16.40 chains to Corner No. 5 of a Conway Lumber Company tract No. 1 to a 6" x 6" spruce post set in a mound of stones;

Thence N 11° 49' W 4.36 chains to the place of the beginning, containing 9.17 acres, be the same more or less.

Surveyed by E.L Merrill, Examiner of Surveys, 1914.

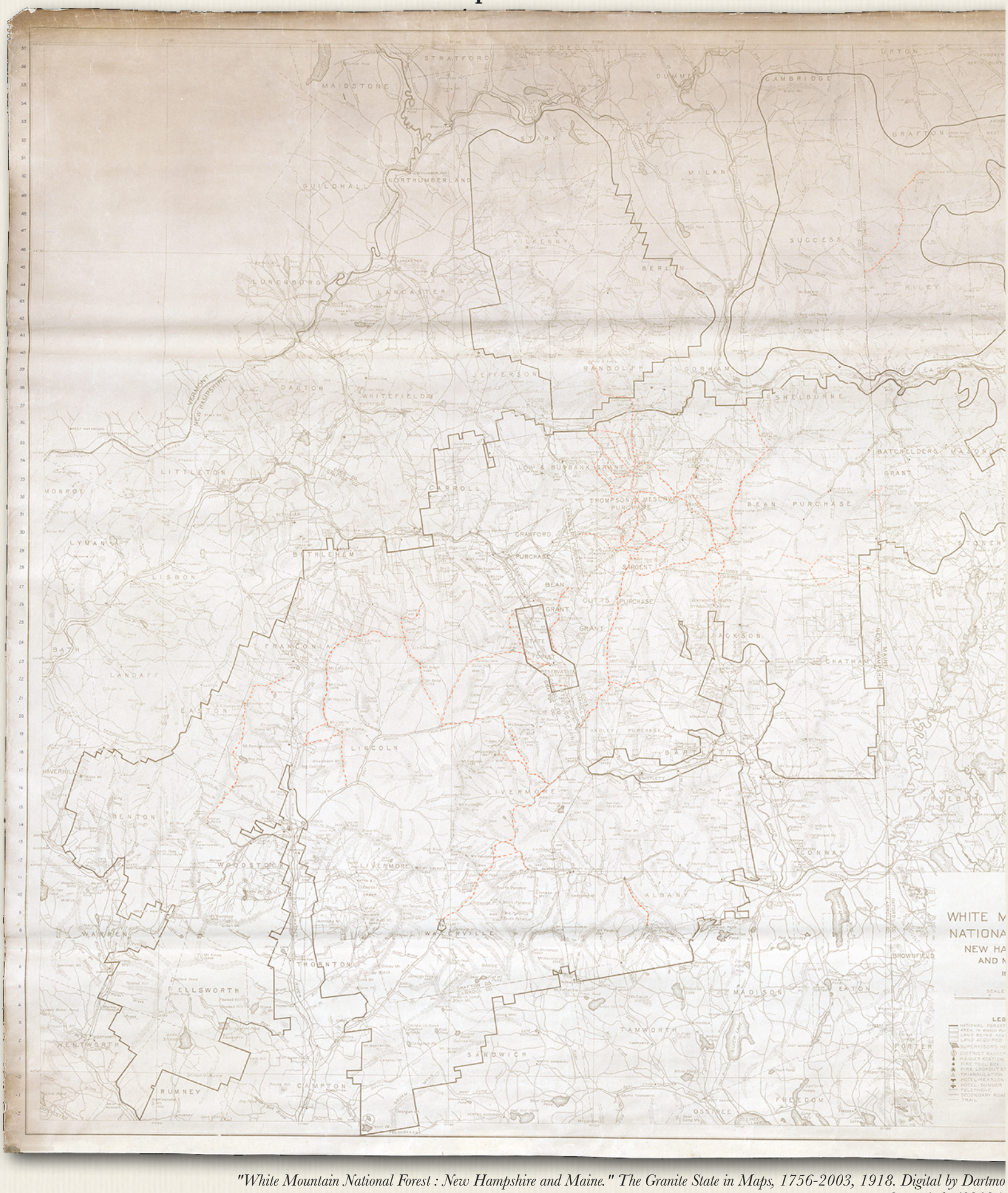
## ◂1916▸

**US Forest Service Special Use Permit**
**Mount Washington Railway Co. Water Supply**
**White Mountain National Forest**
**July 1, 1916**



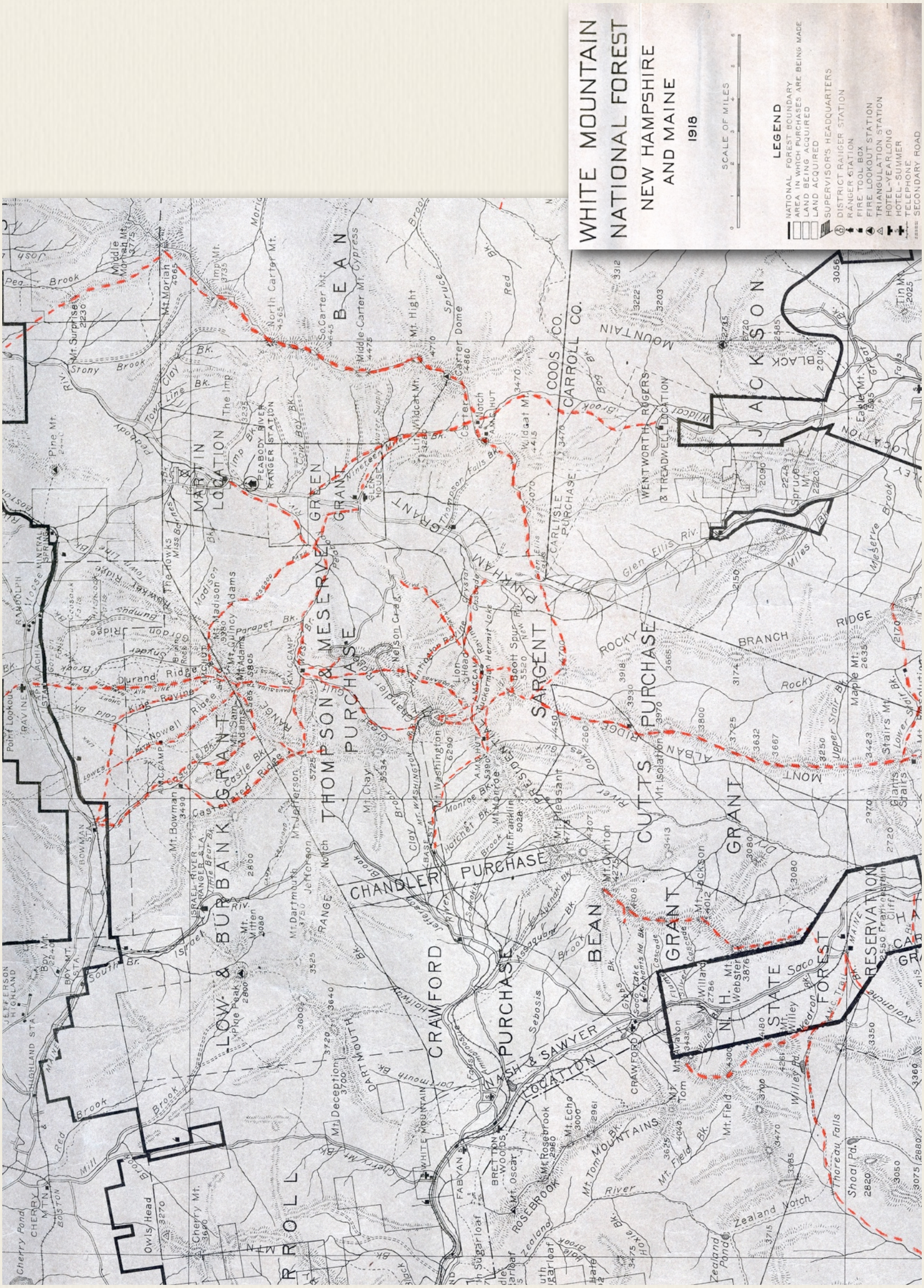
## ≺1918≻

### White Mountain National Forest
### New Hampshire & Maine




*"White Mountain National Forest : New Hampshire and Maine." The Granite State in Maps, 1756-2003, 1918. Digital by Dartmo*
*n2t.net/ark:/83024/*

# Documents - 1918


WHITE MOUNTAIN
NATIONAL FOREST
NEW HAMPSHIRE
AND MAINE
1918
SCALE OF MILES
LEGEND
NATIONAL FOREST BOUNDARY
AREA IN WHICH PURCHASES ARE BEING MADE
LAND BEING ACQUIRED
LAND ACQUIRED
SUPERVISOR'S HEADQUARTERS
DISTRICT RANGER STATION
RANGER STATION
FIRE TOOL BOX
FIRE LOOKOUT STATION
TRIANGULATION STATION
HOTEL-YEARLONG
HOTEL-SUMMER
TELEPHONE
SECONDARY ROAD
BEAN
GRANT
MARTIN
LOCATION
GREEN
THOMPSON & MESERVE
PURCHASE
SARGENT
PURCHASE
CUTTS
GRANT
CHANDLER
PURCHASE
CRAWFORD
PURCHASE
NASH & SAWYER
LOCATION
LOW & BURBANK
GRANT
CARROLL
JACKSON
WENTWORTH
& TREADWELL
LOCATION
CARLISLE
PURCHASE
PINKHAM
GRANT
COOS CO.
CARROLL CO.
N. H.
STATE
FOREST
RESERVATION
Mt. Surprise
Middle Moriah Mt.
Mt. Moriah
Imp Mt.
North Carter Mt.
So. Carter Mt.
Middle Carter Mt.
Cypress
Mt. Hight
Carter Dome
Wildcat Mt.
Carter Notch
Wildcat Mt.
Pine Mt.
Peabody River Ranger Station
Wineteer Mine
Thompson Falls Brook
Glen Ellis Falls
Glen Ellis River
Wentworth Location
Mt. Spruce
Black Mt.
Tin Mt.
Eagle Mt.
Mt. Quincy Adams
Mt. Adams
Mt. Madison
Mt. Jefferson
Mt. Clay
Mt. Washington
Mt. Pleasant
Mt. Isolation
Mt. Jackson
Mt. Clinton
Mt. Webster
Mt. Willard
Mt. Willey
Mt. Avalon
Mt. Crawford
Mt. Tom
Mt. Field
Mt. Deception
Mt. Echo
Mt. Rosebrook
Mt. Oscar
Mt. Dartmouth
Mt. Jefferson
Mt. Bowman
Mt. Washington Base Sta.
Mt. Franklin
Mt. Monroe
Mt. Eisenhower
Mt. Pierce
Mt. Jackson
Mt. Willard
Mt. Webster

CHAPTER 4

# Teague Era Documents

The State of New Hampshire is a key part of the Mount Washington Railway story starting with its creation and later, in overseeing operations of the line, as the State has had a keen interest in the success of this "anchor" tourist attraction to boost the economic development of the Granite State's North Country. Over the years that has placed state legislators & regulators in an interesting position of having to find a balance between public safety and the railroad's business success. This is a transcribed collection of documents & regulatory reports found in state archives and private holdings demonstrate how New Hampshire sought that proper balance over the years. The record starts with Sylvester Marsh obtaining a charter for a "railway to the moon" and the extensions & amendments that allowed the road to be built by the Mount Washington Railway Company. The modern-era begins with the1931 deal between Henry N. Teague and the Boston & Maine Railroad found by historian Rob Bermudes in the NH archives in April 2022, and a contract found in the Bencosky-Desjardins Collection between the Boston & Maine and the Mt. Washington Railway as the B&M was abandoning spur line service from Fabyan to the Base Station. *(Reminder: These are transcriptions subject to eht foibles of stubby fingers and aging eyes. Those contemplating litigation should consult the original documents.)*

## ≺1931≻

**Boston & Maine Railroad Agreement**
**with Henry Nelson Teague**
**April 8, 1931**

MEMORANDUM OF AGREEMENT made this eighth day of April 1931, by and between HENRY N. TEAGUE, of Williamstown, Massachusetts, and the MT. WASHINGTON RAILWAY, both being corporations duly established by law.

1. TEAGUE to provide efficient and economical management for the operations of the properties of the Mt. Washington Railway, including the hotel at the top of Mt. Washington, known as the Summit House, during so much of the year as the said properties have customarily been operated.

2. TEAGUE to receive as compensation the net income derived from such operation, but to be paid no salary and other compensation to the amount provided herein, and no other compensation shall be paid to any executive officer of said Railway.

3. That at the beginning of the term of this agreement there shall be ten thousand dollars ($10.000) in the treasury of the Mt. Washington Railway for use in the operation of its properties.

4. TEAGUE shall nominate directors and officers of the MT. WASHINGTON RAILWAY and the Boston and Maine Railroad shall vote the stock for the election of said nominees.

5. The Boston and Maine Railroad to provide passenger and freight service between Fabyan and the base until such time as the highway between said points is made reasonably adequate for motor buses and trucks.

6. TEAGUE to maintain equipment and property in good repair and condition subject to Boston and Maine Railroad inspection.

7. The Boston and Maine Railroad to advance not in excess of $10,000, in case of extraordinary repairs made necessary by act of God, fire, lightning, land or snow slides, or other unavoidable casualty. In such case the fair cost of said repairs or renewal shall be added to the purchase price of the stock, as stated in paragraph 8, and the part of the first part shall have one year after December 1, 1935 within which to make such additional payment.

If the Summit House is destroyed by fire or unavoidable casualty so that it may be operated for only a part of the usual season, the amount which TEAGUE is to pay under Paragraph 8 for the stock of the corporation shall be reduced that year to an amount proportional to the time which said Summit House is operated.

8. That said TEAGUE shall purchase from the Boston and Maine Railroad and the Boston and Maine Railroad shall sell to said TEAGUE all of the capital stock of the Mt. Washington Railway, consisting of 2115 shares of common stock, for the sum of one hundred and ten thousand dollars ($110,000), plus interest on the principal amount remaining unpaid from time to time after April 1, 1931 at the rate of 6% per annum, payment to be made as follows: no less than five thousand dollars ($5,000) on or before December 1, 1931; not less than ten thousand dollars ($10,000) on or before December 1, 1932; not less than fifteen thousand dollars ($15,000) on or before December 1, 1933; not less than fifteen thousand dollars ($15,000) on or before December 1, 1934, and the balance of principal and interest on or before December 1, 1935, the said TEAGUE to have the right to anticipate the payment of principal or interest.

9. That during the term of this agreement the Boston and Maine Railroad shall own and retain possession of the stock of the Mt. Washington Railway.

10. That in the event of the death or incapacity of the said TEAGUE this agreement may be terminated by his estate or by him or his representative or by the parties of the second part upon thirty (30) days' notice in writing of the intention to terminate; PROVIDED, HOWEVER, that neither the said TEAGUE nor his representative or estate shall have the right so to terminate this agreement during the season of actual operation in any year.

In the event of a breach of any of the terms or conditions herein contained, the party not in default may give thirty (30) days' notice in writing of intention to terminate this agreement, and if during said thirty-day period, the breach is not cured, this agreement shall terminate.

If this agreement shall be terminated by reason of the death or incapacity of the said TEAGUE, or by reason of default, the said TEAGUE or his estate shall have the right to recover the principal amount paid to the Boston and Maine railroad for the stock of the Mt. Washington Railway under the provisions of Paragraph 8, less any current indebtedness of the Mt. Washington Railway then outstanding.

If this agreement shall be terminated by reason of default on the part of the said TEAGUE, the Boston and Maine Railroad shall be entitled to retain any and all sums paid by said TEAGUE for the stock of the said Mr. Washington Railway under the terms of Paragraph 8

11. This agreement shall terminate when full payment for the stock of the Mt. Washington Railway has been made under the provisions of Paragraph 8, and the stock of the Mt. Washington Railway shall thereupon become the property of the said TEAGUE and shall be delivered to him or upon his order.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the say and year first above written.



signed: *Henry N. Teague (left)*
BOSTON AND MAINE RAILROAD
signed by*: A. B. Nichols* – Vice President
MT. WASHINGTON RAILWAY
signed by: *E. S. French (right)* - President *(also B&M)*



**Permit to Operate Gasoline Motor Cars on Tracks**
**May 4th, 1931**

AGREEMENT made in duplicate this fourth day of May 1931, by and between the BOSTON AND MAIN RAILROAD, hereinafter called the "RAILROAD", and the MT. WASHINGTON RAILWAY COMPANY, hereinafter called the "RAILWAY COMPANY".

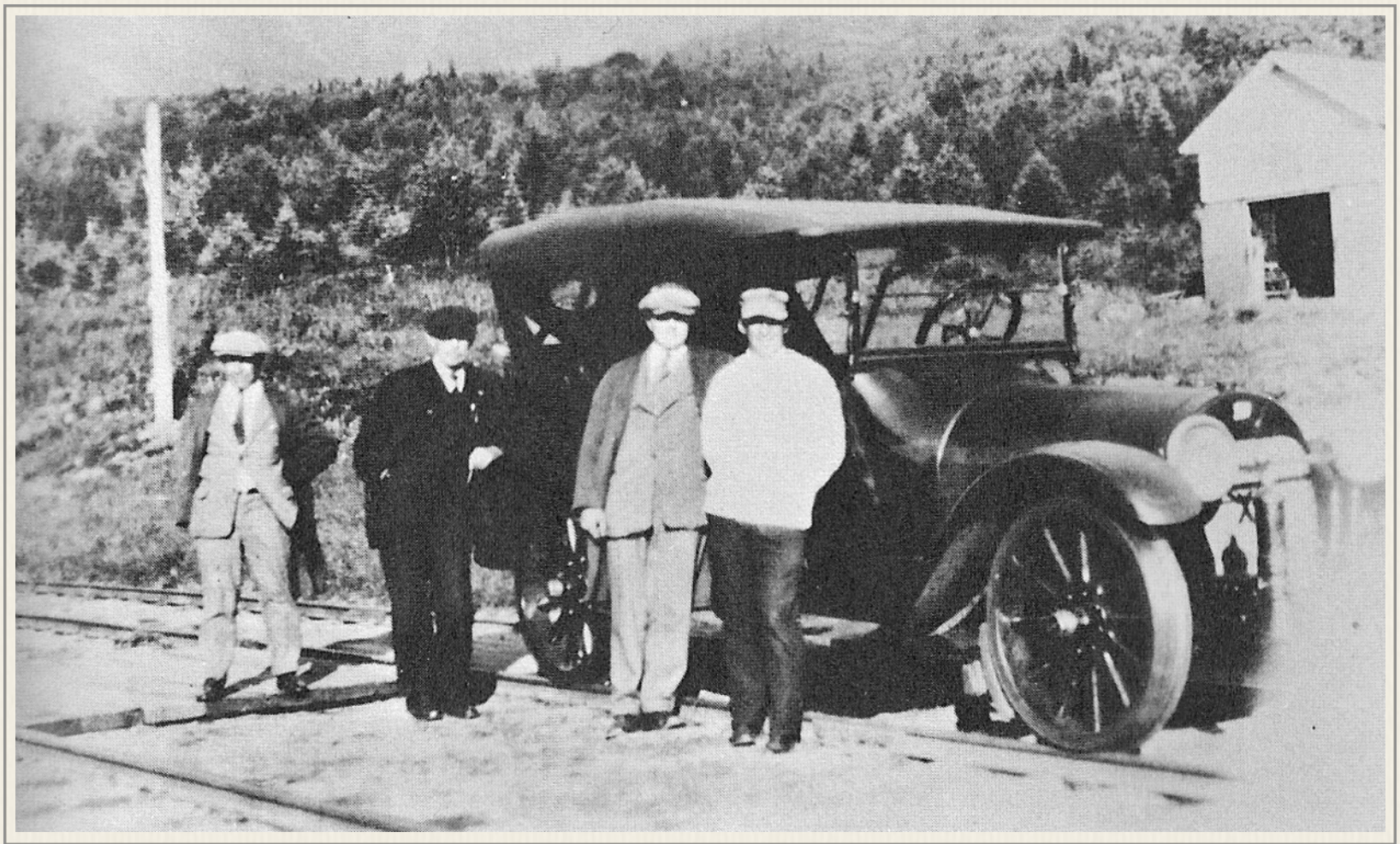
WITNESSETH:

THAT, WHEREAS, the RAILWAY COMPANY wishes to obtain permission from the RAILROAD to operate gasoline automobiles or motor cars on the tracks of the RAILROAD between Fabyan and the Base Station at the foot of Mt. Washington, in the State of New Hampshire, during the season of 1931, until the RAILROAD shall begin to operate the tracks between said points, and

WHEREAS, the RAILROAD has given the RAILWAY COMPANY license to operate a motor car or motor cars upon its rails between the points above mentioned,

NOW, THEREFORE, in consideration of the permission given by the RAILROAD to the RAILWAY COMPANY to use its railroad tracks between Fabyan Station and the Base of Mt. Washington, the RAILWAY COMPANY agrees,

1. That it may operate on the railroad tracks above mentioned until such time as the RAILROAD shall begin to operate its trains upon the section of track above referred-to, only such motor car or motor cars as may be approved of by the Superintendent of the Division of the Railroad upon which said tracks are located, and that while using said tracks it is understood that they shall be used at the sole risk of the RAILWAY



*Glenn Kidder wrote of this illustration in his book, Railway to the Moon: "Mt. Washington railway gas car #1, an automobile specially modified with flanged wheels to run on railway; used for a time to transport passengers and employees" between Fabyan and the Base Station... when no trains were scheduled. (probably about 1927-32). Cars like this were considered in 1911 during the electric trolley development. Among the Clouds reported on September 4, 1912 that Railway Supt. G.E. Cummings motored from Fabyan to the Base that morning in the "Auto-on-Car-Wheels." saying "This vehicle of gasoline propulsion is nothing more than a Winton Touring car adapted for railroad service by putting on ordinary (rail) car wheels in the place of rubber tires. The car runs on the track the same as an electric car and can develop a speed of sixty miles an hour. The car will be used for the accommodation of the Mount Washington Railway officials and will be run between the Base and Fabyan"*
*- Glenn Kidder Collection*

COMPANY and the RAILWAY COMPANY agrees to indemnify and hold harmless the RAILROAD against any and all loss, cost, damage or expense, and against any and all claims or suits for personal injury or death or property damage arising out of or in any way due to the use of the railroad tracks for the operation of motor cars of the RAILWAY COMPANY at the location above referred to.

2. It is further understood that while being operated on the tracks of the RAILROAD between the points above mentioned, the operators of the motor cars of the RAILWAY COMANY shall operate the same in accordance with the orders, rules or regulations of the RAILROAD, and only at such times as may be agreeable to the RAILROAD, and that all expense incident to said operation shall be borne by the RAILWAY COMPANY.

IN WITNESS WHEREOF, the parties have signed this agreement on the day and year first above written.

signed: *A. B. Nichols* - Vice President Boston & Maine Railroad
*E.S. French* - President, Mt. Washington Railway Company
Approved as to form: GEK
Execution Approved: APM
Approved: signed: *Henry N. Teague*

## 1932

**BOSTON & MAINE RAILROAD MT. WASHINGTON RAILWAY**
**N.H.P.S.C.No.2 - LOCAL AND JOINT TARIFF**
**May 28, 1932**

| | |
|---|---|
| Fabyans to Summit and return | $6.00 |
| Bethlehem to Summit and return | 7.00 |
| Special rates, trains, round trip fare | 3.00 |

Transportation of provisions and hotel supplies
MT. WASHINGTON RAILWAY
to
Base of Mt. Washington and Summit of Mt. Washington

CHARGES

$60.00 per car
12.00 per ton
.60 per 100 pounds
Minimum charge $0.60
Fabyans to Summit $1.60 per 100 pounds.

RECEIVED SEP 18 1967 N. H. PUBLIC UTILITIES COMMISSION

Allowed to become
Effective May 28, 1932.

Filed by MT. WASHINGTON RAILWAY COMPANY
By Henry N. Teague Pres

N. H. PUBLIC SERVICE COMMISSION,
Maynard T. Morse
Chairman.

## ≺1933≻

**Mount Washington Observatory**
**Coal Bill Payment**
**September 28, 1933**

September 28, 1933

Mr. Henry N. Teague, President,
Mt. Washington Railway Co.
Bretton Woods, N.H.

Dear Henry:

Enclosed find the check that will cover one half of the coal billed to the Observatory last year as per the agreement made with me on September 1st, last.

This is to cover the coal to be burned this winter at the Observatory.

I wish to take this opportunity to thank you very much for your material cooperation in making the Observatory possible last year and all you have done for the boys and every one connected with the work this past summer.

I also would like to thank you for the very nice things you and your organization has done for me and my family also. I appreciate everything very much.

Very truly yours,

## ≺1936≻

**Mount Washington Observatory Building**
**Boston and Maine Railroad**
**Boston, Mass.**

GHW-20 June 9, 1936

Mr. H. N. Teague, President,
Mt. Washington Railway,
Fabyan, New Hampshire

Dear Sirs.

Am attaching hereto copy of letter received from Joe Dodge with reference to the plans which we sent him covering the proposed building on the top of Mt. Washington.

In the next to the last paragraph he suggests altering the flues in the chimney so that the 16 x 16 flue will be in the side of the chimney toward the tower. I see no objection to this.

I am also inclined to agree with him in what he says about 6 x 8 lites instead of the larger ones in the windows.

As to the raising of the tower 10 feet. This is a matter for you to decide. I would however, suggest that we have no posts which are long enough to raise this tower 10 feet without splicing, and I do not like to splice the posts in this territory. Of course it would be possible to buy the 4 new posts for the corners of sufficient length.

As to the additional windows which he mentions. No real objection to putting these in providing you approve.

I assume that if you wish the changes made you will so instruct your Superintendent who is to handle the construction.

Very truly yours,
*G. W. Watson*
Assist. to Engr. M. of W.

CC: Mr. Joe Dodge
Mount Washington Observatory
Gorham, N.H.

**Mt. Washington Observatory**
**Telephone Bill**
**December 7th, 1936**

December 7, 1936

New England Tel & Tel Co.
5 Middle St.
Lancaster, N.H.

Gentlemen:

Your bill of November 5th was forwarded to us from the Mt. Washington Railway Co., apparently by Mr. Teague, at Columbia, S.C.

We do not know anything about the two calls of October 11th to Washington, D.C. and Lawr and feel they must belong to the Summit house or Base Station.

However, the three calls to Littleton on Oct 14th and 15th are our calls made for reports to the Weather Bureau when the radio circuit was out of commission.

If you will bill us for these calls, three to Littleton, I will send you a check and you can make adjustments with the Railway Co. for the balance.

Very truly yours,
Managing Director

## ≺1937≻

**Terms of Lease**
**Mount Washington Observatory and Yankee Network**
**August 31, 1937**

August 31, 1937

Dr. Charles F. Brooks, President
Mount Washington Observatory, Inc.
Blue Hill Observatory, Milton, Mass.

Dear Doctor Brooks:

The following transmits the terms of a proposed agreement between The Yankee Network Inc. and Mount Washington Observatory, Inc., which has been under discussion for some time.

Mount Washington Observatory, Inc. agrees to rent space in the new building on the summit of Mount Washington to The Yankee Network, Inc. Yankee Network will install therein experimental radio facilities and maintain and operate the same in consideration for which The Yankee Network agrees to pay one-third (⅓) of the operating expenses of the Observatory building. This amount not to exceed Six Hundred and No/100 Dollars ($600) per year. The Yankee Network agrees to provide electric power which will be metered and sold to the Mount Washington Inc. at a rate of one and one-half cents ($0.01½) a kilowatt hour.

Mount Washington Observatory, Inc. further agrees to provide a radio operator; said operator shall be available at all times. Said operator's duties shall be divided between the interests of The Yankee Network, Inc. and Mount Washington Observatory, Inc. as circumstances require. It is understood that the duties of said operator in connection with the activities of The Yankee Network shall take precedence over other activities in which he may be engaged. Yankee Network agrees to permit said operator to engage in activities of the Mount Washington Observatory at any time subject only to the exception stated above.

Selection of said radio operator shall require the approval of both The Yankee Network, Inc. and the Mount Washington Observatory, Inc., and said operator shall come under the direct supervision and authority of the man in charge of the Observatory in all matters not directly related to the operation and maintenance of the radio facilities.

Yankee Network agrees to pay the cost of food for said operator and pay three-fourths (¾) of said operator's salary.

Permission to erect suitable antenna systems and provide storage facilities for fuel for the electric power plant is the subject of an agreement being made between the Mount Washington Railway Company and The Yankee Network, Inc. This agreement also authorizes The Yankee Network, Inc. to install, operate and maintain an experimental radio station int eh new Observatory building, subject to an agreement between The Yankee Network, Inc. and Mount Washington Observatory, Inc.

The Yankee Network agrees not to use the words: "Mount Washington Observatory" in any announcement connected with any program originating at, or relayed through, the Mount Washington facilities except as authorized by the Mount Washington Observatory, Inc.

If the proposed arrangement set forth herein is satisfactory, will you kindly advise us to that effect. Your acknowledgement that the terms of the proposed agreement are satisfactory should assure us that the agreement would go into effect.

Very sincerely yours,
THE YANKEE NETWORK, INC.

*John Shepard 3rd* (signed)
President

Cc Mr. Henry Shaw – Prospect Harbor, Maine
Mr. Arthur Bent, Randolph, N.H.
Mr. Joseph B. Dodge, Gorham, N.H.
Mr. John Dick, Mt. Washington Observatory, Gorham, N.H.

**Copy of the Lease of Nov. 3, 1937**
**Mount Washington Railway Company and the Mount Washington Observatory**

THIS LEASE made this third day of November, 1937, by and between MOUNT WASHINGTON RAILWAY COMPANY, hereinafter called the "LESSOR," and MOUNT WASHINGTON OBSERVATORY, hereinafter called the "LESSEE," both corporations duly established under the laws of the State of New Hampshire.

WITNESSETH: that the LESSOR *(railway)* hereby leases to the LESSEE *(observatory)* a certain building standing on land of the LESSOR *(railway)* on the summit of Mount Washington, New Hampshire, used for scientific purposes and heretofore erected by the LESSOR *(railway)* at a cost of approximately Five Thousand Dollars (S5,000), but upon the following terms and conditions:

1. The term of this lease shall begin on the date hereof and shall be for a period of twenty (20) years, unless sooner terminated as hereinafter provided.

2. The LESSEE *(observatory)* shall pay to the LESSOR *(railway)* as rent the sum of Five Hundred Dollars ($500) per year, payable semi-annually, the first payment of rent hereunder to be due and payable six (6) months from the date hereof.

3. The LESSEE shall pay all taxes levied or assessed on said building and on all additions and improvements made thereto or therein during the term of this lease and shall make at its sole expense all necessary repairs to said building during said term and shall keep said building insured against fire in a sum not less than Five Thousand Dollars ($5,000) for the benefit of the LESSOR in such form and in such Insurance Companies as the LESSOR may approve, and at least two (2) days before the expiration of any policy of insurance on said building shall deliver to the LESSOR a new and sufficient policy of insurance to take the place of the one so expiring.

4. Said building shall be used solely for scientific purposes and shall be open only to such persons as are interested in the work of the LESSEE *(observatory)* but not to the general public and no admission fee shall be charged nor, during the periods when the Mount Washington Club is open for business, shall food, supplies, post cards, souvenirs or entertainment of any kind be offered for sale or the building be used as a shelter for the general public.

5. The LESSE *(observatory)* agrees to use and keep said building in a careful, safe and orderly manner and not to commit or suffer waste or nuisance therein, but to keep and deliver up said building with all additions thereto and improvements therein to the LESSOR *(railway)*, free from all encumbrances, upon the expiration of the term of this lease in as good condition as said building is now in or may be put in, common and ordinary wear and tear and damage by the elements without concurring fault on the part of the LESSEE excepted, and not to assign this lease nor underlet the whole or any part of said building without the written permission of the LESSOR and to permit the LESSOR, its agents, officers or servants to inspect said building at al/ reasonable times.

6. The LESSEE agrees that during such periods as the railroad of the LESSOR is not in operation the employees of the LESSEE shall exercise supervision over the property of the LESSOR at or near the summit of Mount Washington without expense to the LESSOR.

It is mutually covenanted and agreed that either party hereto shall have the right to terminate this lease on the first day of July in any year by giving to the other party on or before the first day of November in the preceding year written notice of such intention. Upon any such termination of this lease by either party, the LESSOR *(railway)* shall pay to the LESSEE *(observatory)* the cost of all improvements in and additions to said building previously made by the LESSEE with the written approval of the LESSOR, less depreciation at the rate of five (5) per cent per annum from the dates on which each improvements or additions were made, and the LESSEE hereby covenants and agrees that without the written permission of the LESSOR it will make no additions whatever to said building, and no improvements therein for which it expects to be reimbursed under the provisions of this paragraph. Before any termination of this lease by expiration of the term thereof or otherwise as herein above provided, the LESSEE may remove from said building its scientific instruments and other equipment installed by it which can be removed without damage to said building.

PROVIDED ALWAYS, and these presents are upon these conditions, that in case of a breach of any of the covenants to be observed on the part of the LESSEE or in case the estate hereby created shall be taken from it by process of law, by proceedings in bankruptcy or insolvency or otherwise, the LESSOR, or its successors or assigns, may, while the default or neglect continues, or at any time after such taking by process of law, and notwithstanding any license or waiver of any prior breach of conditions, without any notice or demand enter upon the premises, and thereby determine the estate hereby created; and may thereupon expel and remove, forcibly if necessary, the LESSEE and those claiming under it and their effects.

If said building or any part thereof shall be taken by public authority for public use or shall receive any direct or consequential damage by reason of anything done in compliance with any public authority, the LESSOR may thereupon terminate this lease and any sum of money which may be recoverable by reason of such taking or as a result of such action pursuant to any public authority shall be due to the parties hereto in proportion to their respective interests in the property taken or damaged.



*The new Mount Washington Observatory (Sept. 1937)*
*- National Archives & Records Administration*

This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto respectively.

IN WITNESS WHEREOF, on the day and year first above mentioned, the said Mount Washington Railway Company has caused these presents to be executed and its corporate seal to be hereto affixed by ***Henry N. Teague***, its President, hereunto duly authorized, and the said Mount Washington Observatory has caused these presents to be executed and its common seal to be hereto affixed by ***Charles P. Brooks***, its President, hereunto duly authorized.

Mount Washington Observatory
Milton, Mass.
November 3, 1937

Colonel Henry N. Teague, President
Mount Washington Railway Company
Fabyans, New Hampshire

Dear Colonel Teague:

In accordance with your verbal permission to finish the interior of the Observatory building and to equip it with whatever might be necessary for making it comfortably livable, we wish to report that we have contributed the following to the building, having the values indicated:

| | | |
|---|---|---|
| Lumber finish, celotex, doors and frames, etc..... | | $598.50 |
| Carpenter labor ..... | | 308.50 |
| Cement for basement floor | | 54.00 |
| Sand for basement floor | | 30.00 |
| | Labor and use of mixer for laying floor not included but over ..... | 50.00 |
| 2600 gallon cypress water tank ..... | | 131.81 |

| | | |
|---|---|---|
| Kaustine toilet system ..... | 93.88 | |
| Plumbing and heating with all equipment ..... | 477.11 | |
| Hardware fittings, etc. ..... | 214.64 | |
| Wiring and fixtures ..... | 141.56 | |
| Plate-glass windows, 34 lights ..... | 200.00 | |
| Cabot quilting, 3000 eq. ft. ..... | 200.00 | total $2,500 |

Since this requires your acknowledgement, we shall take it that this letter if countersigned by you below will meet the requirements.

Very truly yours,
MOUNT WASHINGTON OBSERVATORY
By [Signed]
*Charles F. Brooks,* President

On behalf of the Mount Washington Railway Company, we give the Mount Washington Observatory written permission to include the items above listed, valued at a total of $2500.00, as the present value of their interest in the Mount Washington Observatory building.

MOUNT WASHINGTON RAILWAY COMPANY
By [Signed]
*Henry N. Teague,* President

Mount Washington Observatory
Milton, Mass.
November 3, 1937

Colonel Henry N. Teague, President
Mount Washington Railway Company
Fabyans, New Hampshire

Dear Colonel Teague:

In accordance with your verbal permission we have sublet ⅓ of the space in the Mount Washington Observatory building to the Yankee Network, subject to the conclusion of the long-term rental contract between your company and the Mount Washington Observatory. Since this contract will require your written permission, we shall take it that this letter if countersigned by you below will meet the requirements of the proposed contract.

Very truly yours,
Mount Washington Observatory by
*Charles F. Brooks*, President

On behalf of the Mount Washington Railway Company, we give the Mount Observatory written permission to sublet ⅓ of the space in the Mount Washington Observatory building to the Yankee Network,Inc., until December 31, 1939.

Mount Washington Railway Company by
*Henry N. Teague,* President

## ≺1938≻

**US Forest Service Special Use Permit**
**Mount Washington Cog Railway Co. Water Supply**
**White Mountain National Forest**
**August 5, 1938**

Permission is hereby granted to *Mt. Washington Railway Company* of *Fabyan*, *New Hampshire* to use the following-described lands: *he south bank of the Ammonoosuc River for 450 feet upstream from Corner 9 of Exception No. 2 of tract No. 14 of the White Mountain National Forest* for the purpose of *laying a 5-inch pipe to conduct water from aid river to the Base Station of said company as shown on the attached map which is hereby made a part of this permit* subject to the following conditions:

1. The permittee shall pay to the Regional Fiscal Agent designated by the Forest officer for deposit to the credit of the Treasurer of the United States, in consideration for this use, the sum of *Two and eight hundredths* dollar ($ *2.08*) for the period from *August 1*, 19*38*, to December 31, 19*38*, and thereafter annually, on January 1, *five and no/100 dollars* ($ *5.00*).

2. The permittee shall comply with the regulations of the Department of Agriculture governing the National Forest, shall observe all sanitary laws and regulations applicable to the premises, and shall keep the premises in a neat and orderly condition and dispose of all refuse and locate outhouses and cesspools as required by the Forest officers

3. This permit is subject to all valid claims.

4. The permittee shall take all reasonable precaution to prevent and suppress forest fires.

5. *[not copied to record received]*

6. The permittee shall pay the United States for any damage to its property resulting from this use.

7. The permittee shall fully repair all damage, other than ordinary wear and tear, to roads and trails in the National Forests caused by the permittee in the exercise of the privilege granted by this permit.

8. Construction work (or occupancy and use) under this permit shall begin within- *one* month, be completed within *one* year from the date of the permit, and this use shall be actually exercised at least *90* days each year, unless the time is extended or shortened.

9. In case of change of address, permittee shall immediately notify (he Forest Supervisor.

10. The charges for this use may be readjusted whenever necessary to place this permit on a basis consistent with the charge to other permittees for like privileges. A general readjustment will be made at the end of five years from the date of issuance of permit and at the end of each five-year period thereafter.

11. No National Forest timber may be cut or destroyed without first obtaining a permit from the Forest Supervisor.

12. Upon the abandonment, termination, or revocation of this permit, and in the absence of an agreement to the contrary, the permittee, if all the rental charges due the Government have been paid, may, within a reasonable period to be determined by the issuing officer, remove all structures which have been placed on the premises by him, except where the material was furnished by the Forest Service, but upon failure to remove the structures within that period they shall become the property of the United States.

13. This permit may be transferred with the approval of the officer by whom it was given or his successor, subject to such conditions as may be imposed at the time of transfer. It shall terminate upon breach of any of the conditions herein or at the discretion of the ·Regional Forester or the Forester.

14. The permittee shall provide, whenever requested by the Forest officers, a way across the land covered by this permit for the free ingress or egress of Forest officers and for users of National Forest land and purchasers of National Forest products.

15. The United States assumes no obligation to protect the purity of the water supply covered by this permit since the said watershed is subject to heavy use by hikers climbing Mt. Washington.

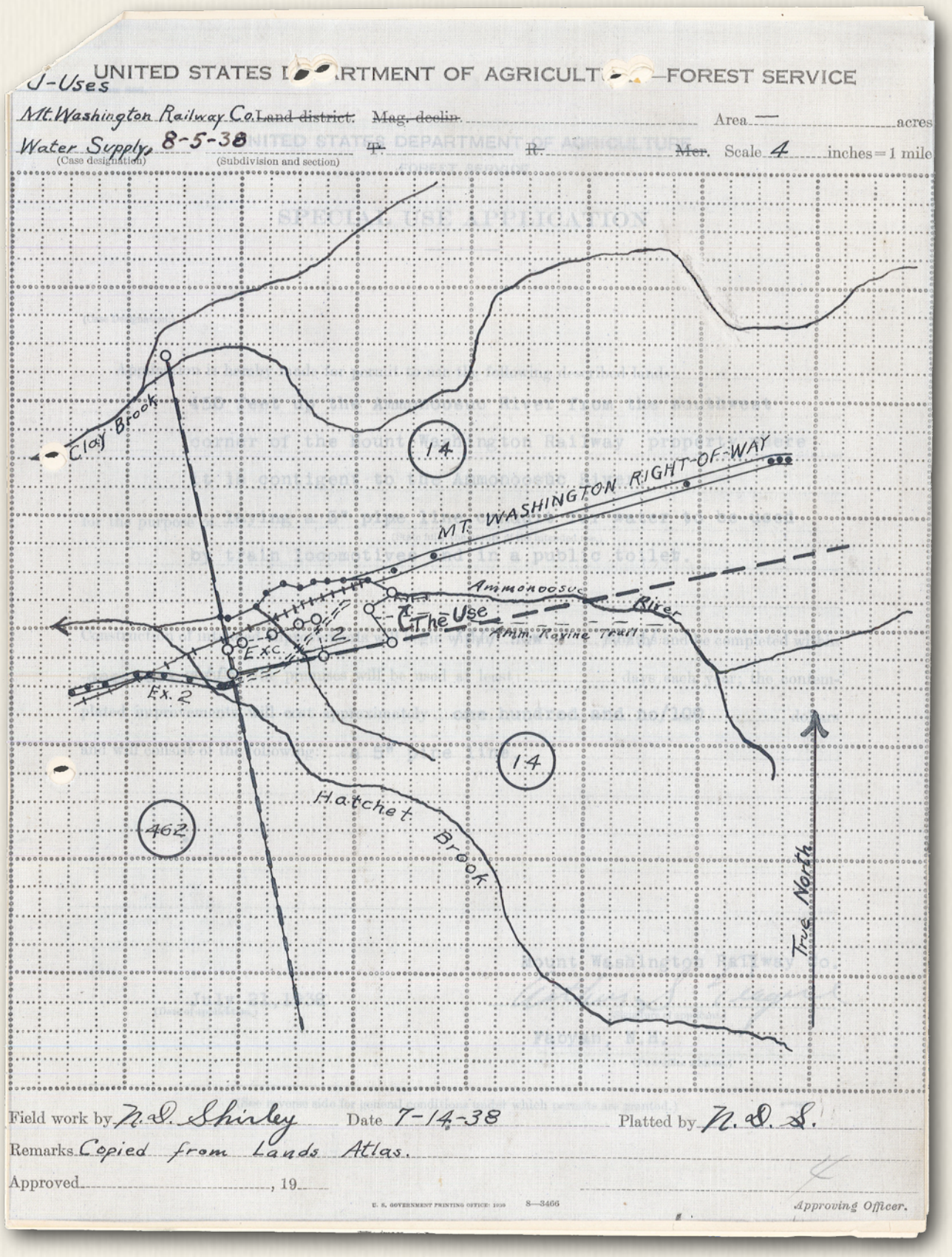
16. This permit confers no rights upon the permittee to use of the water involved.

FOREST SERVICE
White Mountain National Forest
LITTLETON, N. H.
AUG 25 1938
RECEIVED

FOREST SERVICE
White Mountain Nat'l Forest
AUG 21 '38
GORHAM, N. H.
RECEIVED

August 9, 1938
(Date)

(S) C. L. Graham
(Signature of officer issuing permit)



**Mt. Washington Observatory**
**Fire Insurance Bill**
**Morrill & Everett Insurance**
**November 15, 1938**

November 15, 1938

Mr. Joseph Dodge
Mount Washington Observatory
Mount Washington, N. H.

Dear Sir:

Colonel Henry Teague asked us to bill you for the fire insurance covering the observatory building on top of Mount Washington and we are therefore enclosing herewith a statement of premium for the coverage from September 6, 1937 to August 22, 1938, amounting to $30.66, together with a charge of $32.50 for the coverage from August 22, 1933 to the same date in 1939.

Trusting that you will find all in order and thanking you, we remain

Very truly yours,

MORRILL & EVERETT
BY D N Everett

**Fire Insurance Bill**
**Mt. Washington Observatory**
**November 28, 1938**

November 28, 1938

Morrill & Everett
Concord, N.H.
Attention Mr. D. N. Everett

Dear Sir:

I have your letter of November 15th with enclosed bill which Colonel Teague asked you to bill us on fire insurance covering the Observatory building.

The charge September 6th, 1937 to August 22, 1938, of $30.66 was paid by us by our check #225 on December 11th, 1937, to the Mount Washington Railway Co. If that account has not been paid by Colonel Teague I wish you would bill him director for as he was instructed by our President to pay him when he was in Florida last winter.

However, I am emclosing our check #351 for coverage August 22nd, 1938 to August 22nd, 1939 with this letter. Hoping you will be able to clear this up[, I am

Yours very truly,

**Fire Insurance Bill**
**Morrill & Everett Insurance**
**November 30, 1938**

November 30, 1938

Mt. Washington Observatory
Attention Mr. Joseph Dodge

Gorham. N. H.

Dear Mr. Dodge:

Thank you for your letter of November28th enclosing check for $32.50 in payment of fire insurance on the observatory building from August 22. 1938 to August 22. 1939.

I have written Colonel Teague calling his attention to the fact that you have already paid for last year's insurance and I trust I will not have to bother you again with the matter.

Thanking you most sincerely, I am

Yours very truly,



**Mt. Washington Observatory**
**Telephone Bill**
**December 19th, 1938** *(handwritten transcribed)*

HENRY N. TEAGUE
President and Treasurer

MOUNT WASHINGTON RAILWAY COMPANY
MOUNT WASHINGTON - NEW HAMPSHIRE

ARTHUR S. TEAGUE
Vice President

December 19, 1936
c/o Dr. Bullock
State Hospital
Columbia, S.C.

Dear Joe,

I'm enclosing a telephone bill from the Summit which I believe is your boys.

At the time the books were being audited, about three weeks ago - there was an account of $101.77 against the Observatory that is for the R.R. We received the check for the rent and Club, so I am wondering if our bookkeeper ever sent you a bill - I think it was for the coal. If you never received a bill I will have the auditor bill you for the item.

I've been quite pleased at the reports about the snow as this should make the winter business good.

Is "Chuck" Guiney there with you this winter - if he is I would appreciate it if you will give him my address and tell him to write me as I want to let him know something the Colonel wants me to tell him.

Sincere wishes for a happy Christmas to you and your family and the boys.

Sincerely,
Arthur S Teague

**Mt. Washington Observatory**
**Telephone Bill**
**December 29th, 1938**

December 19, 1936

c/o Dr. Bullock
State Hospital
Columbia, S.C.

Dear Arthur:

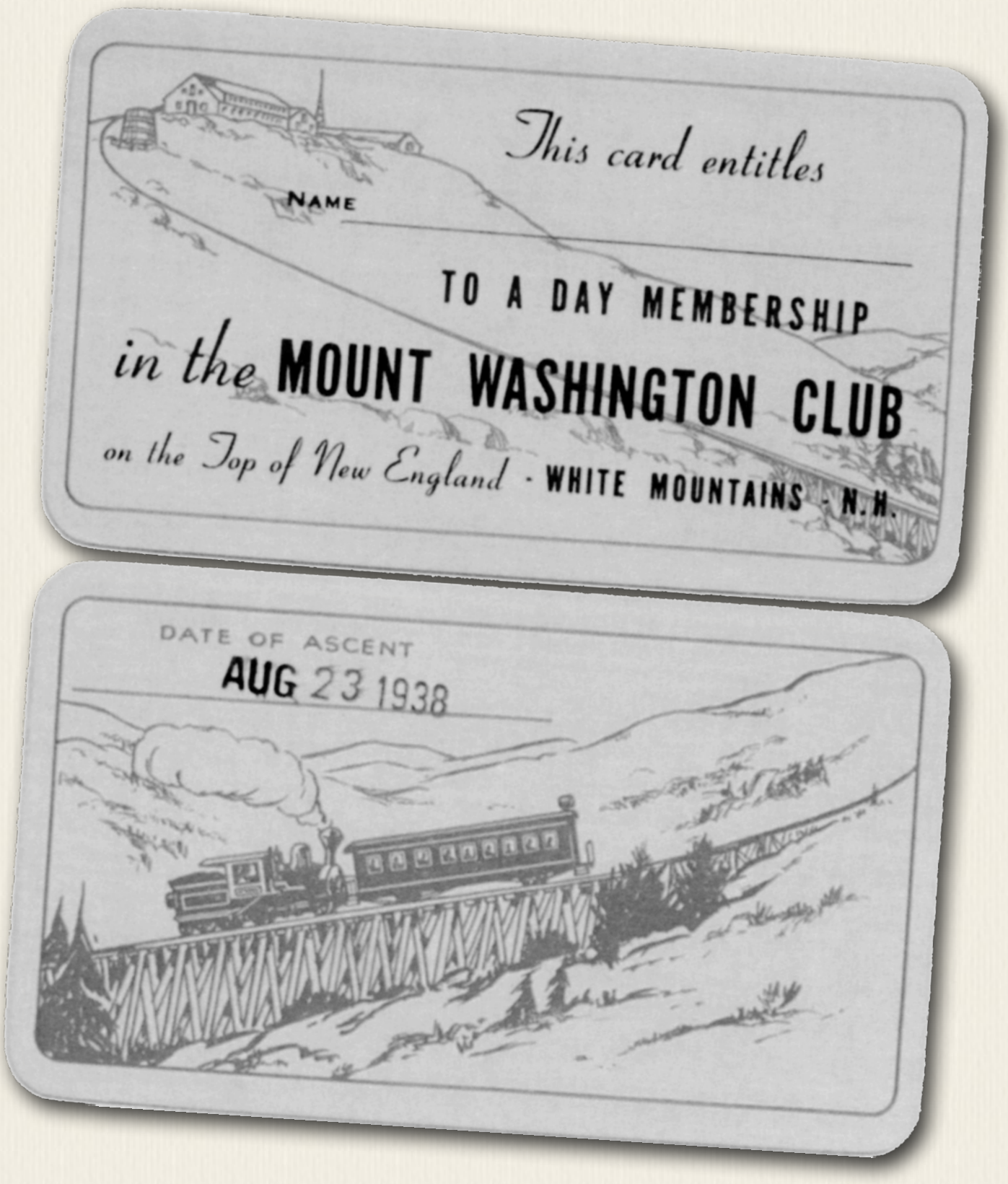
I received yours of the 19th with the telephone bill enclosed and I have reconciled same with McKenzie. We will take care of that as it is Observatory business.

I gave Chuck your address and unquestionably he will write you relative to paragraph in my letter.

The only account that we have due to the Mount Washington Railroad Company is for $93.24, which includes eight tons of locomotive coal at $8.53 and freight to the summit $25.000. This does not tie in with your statement of $101.77. However, if there is something in addition that is not included on this bill please render same and I will look into it. As you nave mentioned you received checks for the account against the Club and for rent.

Wishing you the season's greetings, I am

Very truly yours,



## ≺1939≻

### Inspection of Mt. Washington Cog Railway
### July 13, 1939

"On Thursday, July 13, 1939 an inspection of the Mt. Washington Cog Railroad was made. Those present were *(NH Public Utilities Commission)* Chairman *(Nelson L.)* Smith, Commissioner *(William H.)* Barry, Secretary *(James W.)* Doon and Transportation Director *(Winslow)* Melvin. In making this inspection Colonel Henry N. Teague, President, and Arthur S. Teague, Vice President accompanied the inspection party.

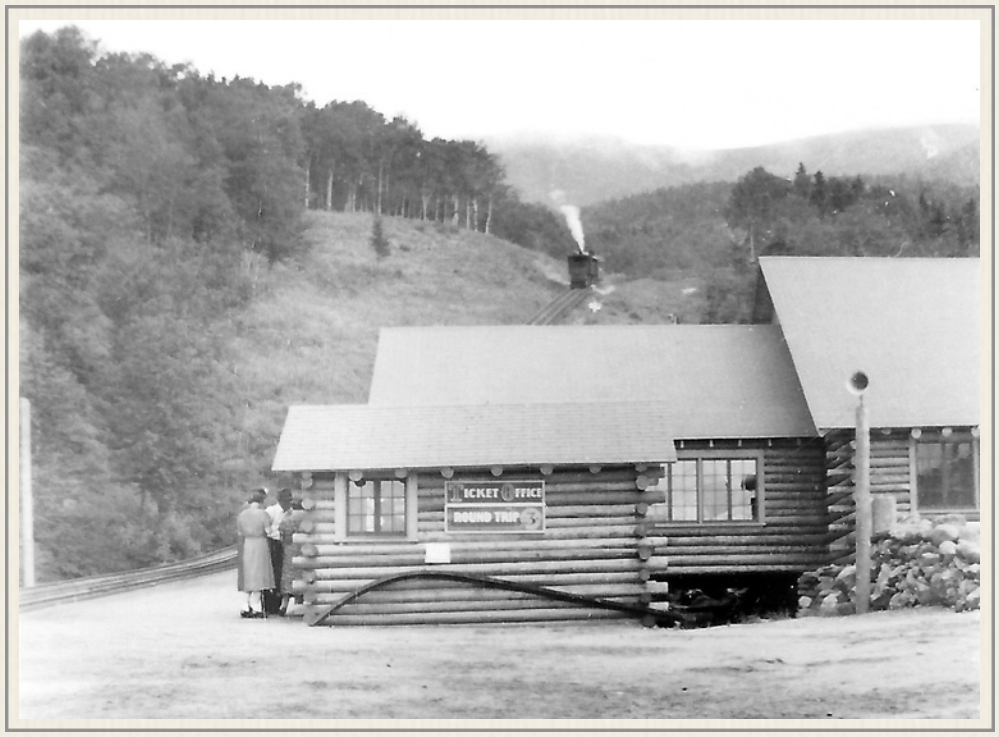
"This railroad owns seven locomotives and six passenger coaches, one being a combination passenger and baggage car all of which are used for carrying passengers. Additional equipment is owned for servicing the coaling stations and track and trestle maintenance. In making this inspection five of the cars and engines were used on the trip or examined at the terminals. An inspection was also made of the terminal and various improvements and experiments were pointed out by Colonel (Henry) Teague.

"An entire section of the trestle several hundred feet in length, including "Jacob's Ladder," so-called and above, was torn up by the hurricane, tipped over and deposited to the north a distance of approximately 300 feet. In this vicinity the track location curves to the right of an imaginary line between the Great Gulf and Waumbek water tanks and the result of the wind damage was to deposit the section of the trestle along this imaginary line. The railroad officials stated that the trestle work and tracks weighted approximately 1100 pounds per foot and that a wind velocity of at least 500 miles per hour would be required to move the trestle. This damage has been repaired with practically all new timber. The bents at various intervals have been securely anchored to adjacent rock ledges with steel cable. This will add a great deal of strength to the trestle and further reduce vibration. Previously all of the trestle work has rested on rock foundations and held in place by proper bracing and the weight of the trestle.

"In riding up the mountain the ties, stringers and bents were carefully noted. None appeared to be in need of renewal. Various locations were noted where new timber has been installed indicating that the usual care has been continued in replacing all bad timber as soon as its condition warrants.

"It was noticed that there is considerably less vibration than usual throughout the entire length of the railroad. This is apparent in the riding of the train but can be gaged more accurately by watching the telephone wires which follow the north rail beds. Experiments have been made in counter balancing the connecting rods by adding weight opposite the crank pins at each of the four wheels. This is undoubtedly the most important change which has been made in a number of years. All of the engines are to be equipped in this manner as soon as an opportunity is available. The ratio of the crank shaft gear is 6 to 1 but the force applied to the piston has always been apparent to those riding in the train as each impulse was given to the piston. The counter balancing is reflected in a smoother ride and proportionately less vibration to the moving parts of the locomotive, cars and trestle.

"Great care must be taken to renew the crank shafts before the possibility of breakage. During the past four years new vanadium steel shafts have been installed but the results did not meet the expectations. Shafts now used are made of nickel alloy steel with the hope that crystallization will not occur as was found to be the case with those made of vanadium steel. It is believed that the counter balancing of the crank pins will be of value in accomplishing the desired results.




"In braking the trains while descending the mountain the engine cylinders are used as air compressors and the adjustment of a valve determines the mount of pressure which is released thereby adjusting the speed of the train to compensate for the variation in the grade of the railroad. This in itself is sufficient to hold the train but, in order to distribute the load over a greater section f track and cogs, brakes are used which control the car and the engine, for the most part, performs its won braking. The brake drums and shoes are both metal which results in considerable squeaking. A new and larger brake drum is now under construction to be operated with a

fiber brake shoe. This experiment should be carefully watched, when installed, and if found to be successful will contribute a great deal toward the comfort of the passengers descending the mountain by the elimination of the grinding and squeaking metallic brakes.

"New and finer mesh screens are being installed on the smoke stacks of the locomotives to reduce the possibility of live sparks setting fire to the mountain side. One new car was constructed last year *(1938)* and more comfortable seats of the bus type have been installed.

"A new building *(previous page)* has been built known as the New Marshfield Station. This is a very attractive log building designed by Colonel Teague and affords an opportunity for obtaining meals, gifts, etc. Fine toilets are conveniently located near this station and are very neatly kept. With these accommodations and those provided at the Summit House, the patrons of the Railroad are provided with very suitable and attractive facilities

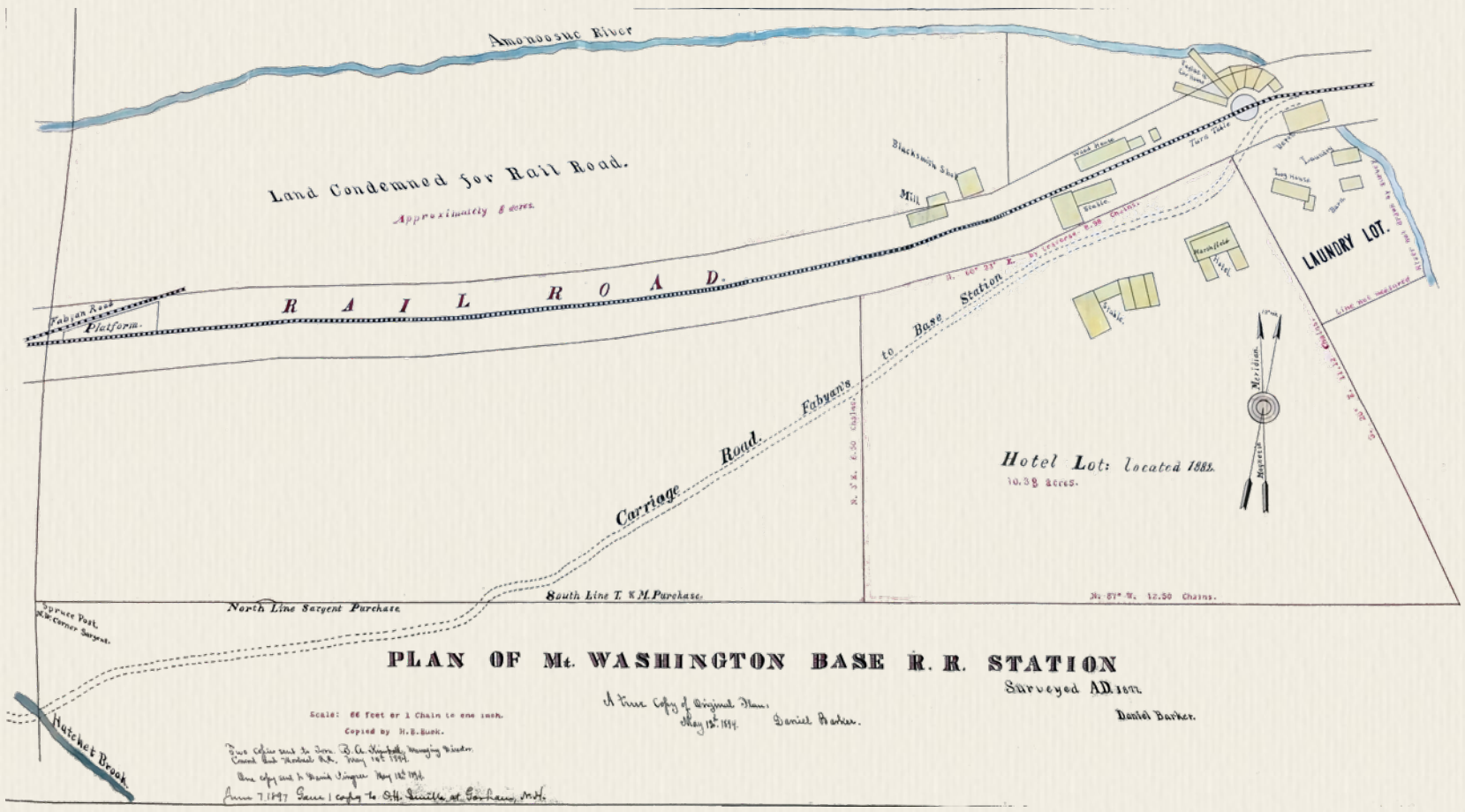
"The locomotive engineers are all experienced men and the brakemen on each of the cars are college undergraduates. Their appearance is of the finest and the courtesies and consideration shown to the passengers is to be highly commended. A great deal of praise should be given to the fine manner in which this railroad is being maintained and operated." - signed: *Winslow E. Melvin* - Transportation Director - Jul 18, 1939

**Mount Washington Club, Inc.**
**to Mt. Washington Railroad Co.**
**December 15th, 1939**

THIS INDENTURE made as of this 15th day of December, 1939 by in between Mount Washington Railway Company, a corporation duly organized under the laws of the state of New Hampshire, with a principal place of business in Plymouth, county of Grafton, said state, hereinafter, referred to as the grantor, and Mount Washington Club, Inc., a corporation duly organized under the laws of the state of New Hampshire, in the county of Coös, said state, hereinafter, referred to as the grantee.

NOW, THEREFORE, in consideration of the respective acts and covenants of the parties, hereto hereinafter set forth and the payment of one (1) dollar and other valuable consideration by each of the parties, hereto to the other party hereto, the receipt whereof is hereby acknowledged, the parties hereto act and agree as follows:

1. The grantor does hereby give, grant, bargain, sell and convey to the grantee the following parcels of land located in the county of Coös, and state of New Hampshire;



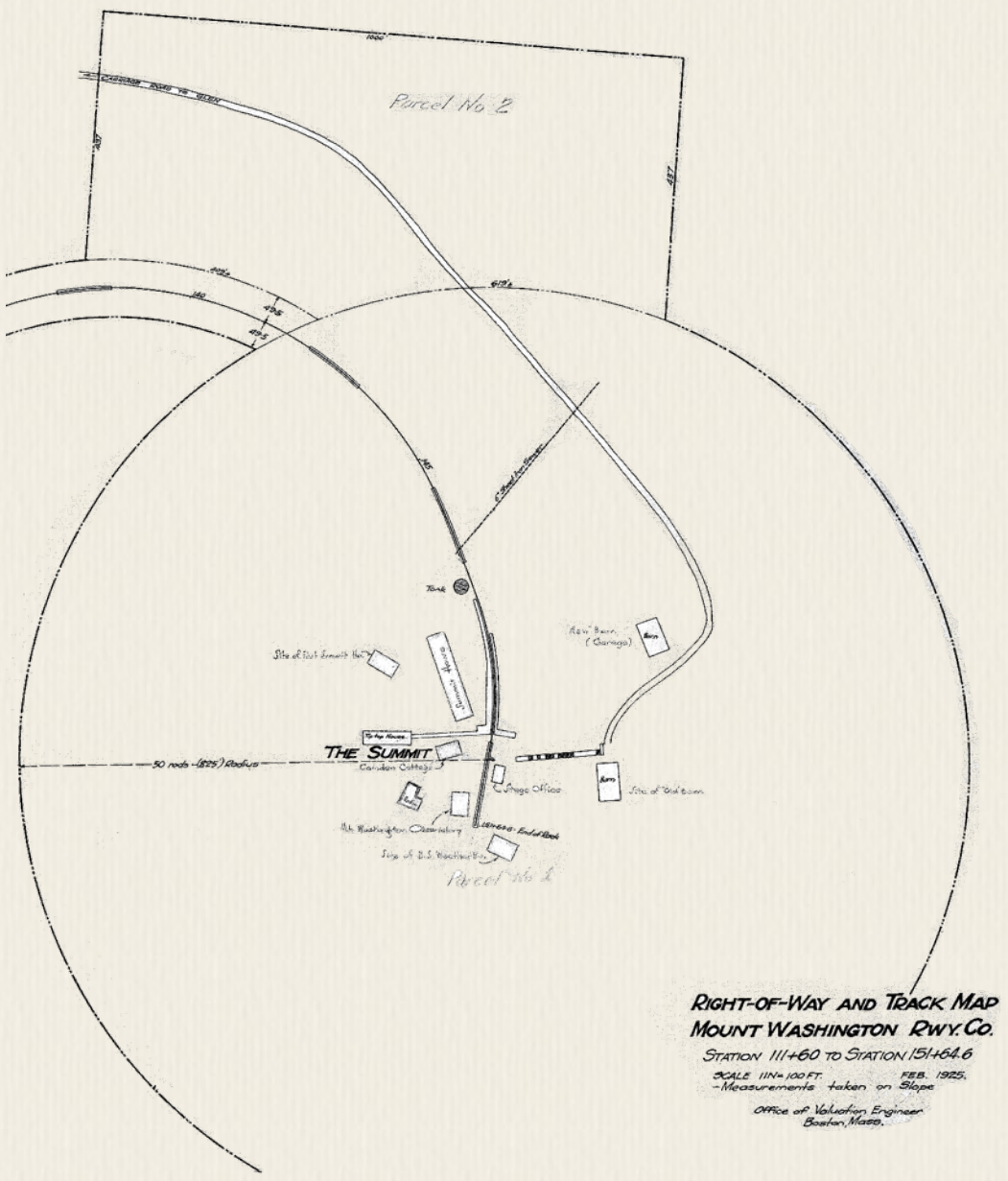
## Documents - 1939

(a) A certain tract of land with the buildings thereon located in Thompson and Meserve Purchase, inside county and state counter county bounded and described as follows, to wit:

Beginning at a point at the intersection of the centerline of the Ammonoosuc river with the southerly line of the right of way of said grantor, said point being 49.5 feet distant from the centerline of said right of way; thence southerly by said centerline of the Ammonoosuc river 263.34 feet to a point; thence South 55° 46' W from the true meridian 358.7 feet to a spruce post set in stones at the southwesterly corner of the Laundry Lot, so called; thence South 34° 14' W 487.7 feet to a spruce post set in stones at the southeasterly corner of the Hotel Lot, so called; thence South 78° 24' W along the southerly line of said Thompson and Meserve Purchase 815.7 feet to the southwesterly corner of said Hotel Lot; thence South 78° 43' W along side southerly line of said Purchase 1082.4 feet to a spruce post set in stones; thence North 11°, 49' W to the southerly line of the right of way of said, grantor, said southerly line being 49.5 feet distant from the centerline of said right of way; thence in a general easterly and northeasterly direction along said southerly line of said right of way to the point of beginning, together with the land in said right of way on which the northerly end of the New Marshfield House rests, including a strip 4 feet in width adjacent to and on the westerly, northerly and easterly sides of the northerly end of said New Marshfield House and also rights of way across other land of the grantor to the new toilet building and telescope or any replacements thereof located on the northerly side of said right of way; together with the right to use the same without charge on the part of the grantor; also the right to use, maintain, and repair existing sewer pipes and sewer equipment on other land of the grantor with the right to enter on said land for such purposes; the grantor reserving for the benefit of itself, its successors and assigns, including its patrons, passengers, officers and employees, such rights of way across the land hereby conveyed, as may be necessary to the proper and reasonable conduct of its railroad business. The grantor further conveys to the grantee, a perpetual easement, pertinent to the above, described premises to take all necessary water from its present water system, or systems, and from any replacement or replacements thereof, together with the right to maintain, repair, and, if necessary, operate the pipes, pumps and other water equipment, and the right to enter on other land of the grantor for such purposes.

(b) A certain tract of land with the buildings thereon located in Sargent Purchase, in said county and State, bounded, and described as follows, to wit:

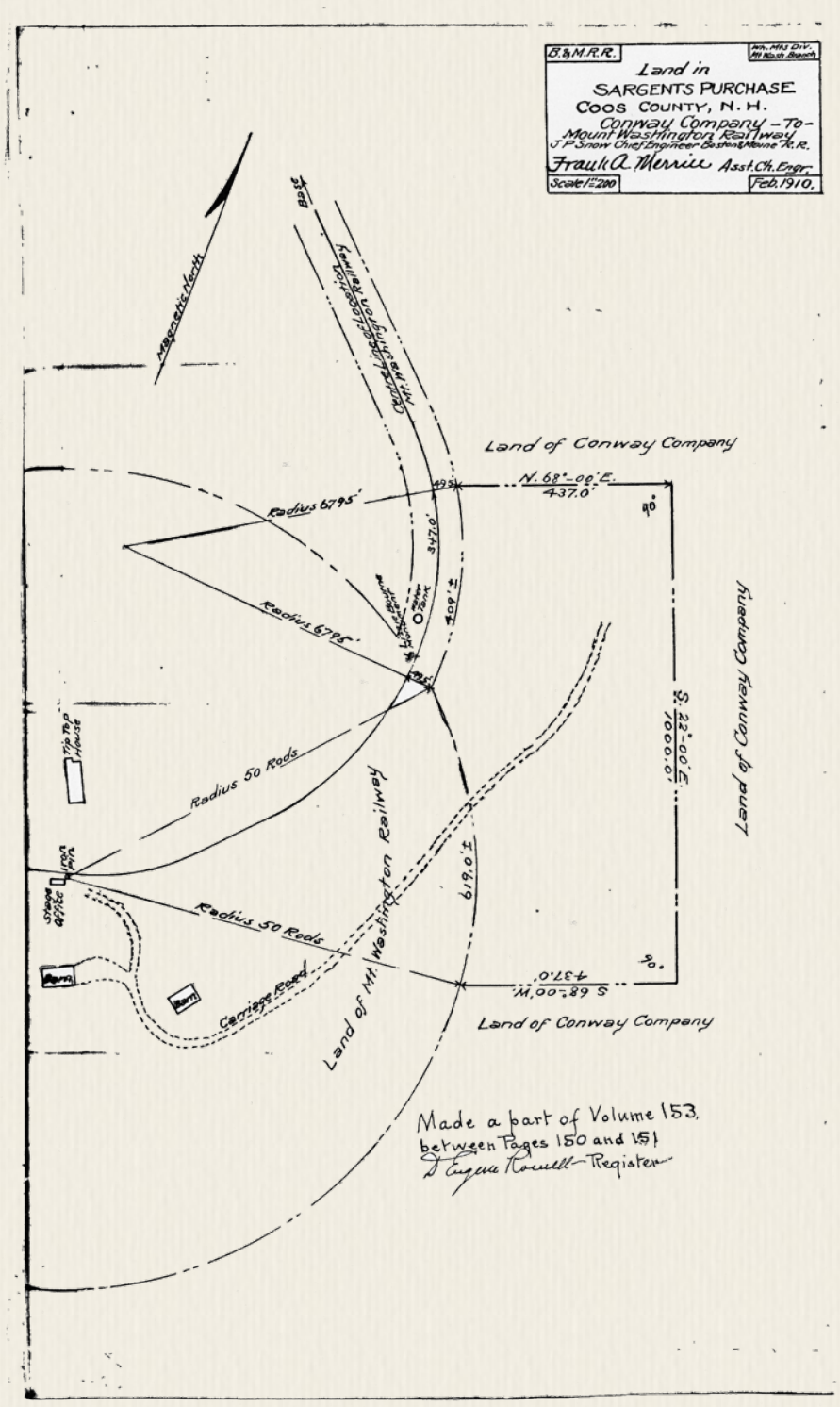
All that portion of the summit of Mount Washington, which is located included within the circle described by radius 50 rods in length, the center of which is an iron pin, set in ledge, 3.9 feet northeast from the northeasterly corner of the Stage Office, so called, said tract containing 49.09 acres, more or less, reserving, however, for the benefit of the grantor, its successors and assigns, a right of way 99 feet in width from the circumference of said circle to a point at or near the summit of Mount Washington, the center line of said right of way being the cog track in the railroad track now in use by the grantor, but excluding from said right of way all buildings located thereon, and the land beneath the same. Said premises are conveyed subject to a lease to Mount Washington Observatory Inc. dated November 3, 1937, for a period of twenty years, to a lease to the Yankee Network Inc., dated August 1937 for a period of 10 years and to all necessary



rights of way across the premises, and to the right of the grantor, its patrons, passengers, officers, and employees to use and occupy the Summit House on said premises as a station, waiting room, and for all other legitimate, reasonable and proper purposes, connected with the conduct of said railroad. Said premises are also conveyed, subject to all restrictions and reservations referred to in a certain deed from David Pingree at als to the grantor, dated April 30, 1894, recorded in the Coös County Registry of Deeds Book 68, Page 310, and subject to and with the benefit of all rights, privileges and easements mentioned therein.

The foregoing two parcels were acquired by the grantor by deed of Sylvester Marsh, dated May 10, 1866, recorded in the Coös County Registry of Deeds, Burnt Records, Book 8, Page 117, and by the above mentioned deed of David Pingree et all.

(c) A certain tract of land with the buildings they are on located in said, Sergeant Purchase in said County and State, bounded and described as follows, to wit:




Commencing at a point on the easterly side of the right of way of said Railway, said point being located at right angles from a point in the centerline of location of said Railway 347 feet northwesterly, measuring along, said center line, from a point in said center line opposite the Lizzie Bourne monument; thence north 68° east 437 feet; thence south 22° east 1000 feet; thence south 68° west 437 feet to a point 50 rods easterly from an iron pin on the summit of Mount Washington at the center of a circular tract of land conveyed to said railway by David Pingree at als, April 30, 1894; thence northwesterly by said circular tract about 619 feet to the easterly side of the location of said Railway; thence northwesterly by said sideline about 409 feet to the place of beginning, containing 10 acres; excepting such right of way, if any, through said tract of land as belongs to the Mount Washington Summit Road Company, being the same premises conveyed to the grantor by deed of the Conway Company dated March 3, 1910 recorded in said Registry, Book 153, Page 150. For a further description of said tract of land, reference is hereby made to the plan *(left)* annexed to the above described deed and recorded in the Coös County Registry of Deeds, Vo. 153, between Pages 150 and 151.

The grantor further conveys to the grantee the perpetual right at the grantee's expense to maintain, enlarge, repair, replace and operate the present pump house, steam pump, supply line, pipe line and other water equipment located on the right of way and other land of the grantor used for the purpose of supplying water to the two above described parcels, and to enter upon said right of way, and said land of the grantor for such purposes.

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenance to the same belonging, to it, the said grantee and its successors and assigns, to its own proper use and benefit forever. And it the said grantor, and its successors and assigns does here by covenant, grant and agree, to with the said, grantee, and its successors and assigns, that until the delivery hereof it is the lawful owner of the said premises, seized, and possessed thereof in its own right in fee simple; and has full power and lawful authority to grant and

convey the same in manner aforesaid; that the said premise are free and clear from all and every encumbrance whatsoever, except as aforesaid, and that it will, and its successors and assigns, shall, and will warrant and defend the same to the said grantee and its successors and assigns, against the lawful claims and demands of any person or persons whomsoever.

2. The grantor agrees for itself, its successors and assigns, that so long as it shall continue to operate, said railroad it will furnish to the grantee during its operating seasons, without charge, such water and electricity as the grantee may reasonably require for use upon the first parcel hereby conveyed.

3. The burdens and benefits of the rights, privileges and easements and of the reservations, agreements, and obligations hereinabove set forth shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties here to have hereunto set their hands and seals as of the 15th day of December 1939.

**Mount Washington Club, Inc. Mortgage**
**to Trustees of Dartmouth College**
**December 15th, 1939**

KNOW ALL MEN BY THESE PRESENTS

That the Mount Washington Club, Inc. a corporation, duly established and existing under the laws of the State of New Hampshire, and having a principal place of business, at the Summit of Mount Washington, in the county of Coös, said state, in consideration of One Hundred Thirty-five Thousand Dollars ($135,000) to it paid by the Trustees of Dartmouth College, a corporation duly established And existing under the laws of the State of New Hampshire, and having a principal place of business in Hanover, County of Grafton, said State, the receipt whereof it does hereby acknowledge, has given, granted, bargained, sold and conveyed, and does for itself and its successors and assigns, by these presents, give, grant, bargain, sell and convey unto the said Trustees of Dartmouth College, their successors and assigns, forever the following described parcels of land, all situated in the County of Coös and State of New Hampshire, namely:

1. A certain tract of land with the buildings thereon located in Thompson and Meserve Purchase, inside county and state counter county bounded and described as follows, to wit:

Beginning at a point at the intersection of the centerline of the Ammonoosuc river with the southerly line of the right of way of said grantor, said point being 49.5 feet distant from the centerline of said right of way; thence southerly by said centerline of the Ammonoosuc river 263.34 feet to a point; thence south 55° 46' W from the true meridian 358.7 feet to a spruce post set in stones at the southwesterly corner of the Laundry Lot, so called; thence south 34° 14' W 487.7 feet to a spruce post set in stones at the southeasterly corner of the Hotel Lot, so called; thence south 78° 24' W along the southerly line of said Thompson and Meserve Purchase 815.7 feet to the southwesterly corner of said Hotel Lot; thence South 78° 43' W along side southerly line of said Purchase 1082.4 feet to a spruce post set in stones; thence North 11°, 49' W to the southerly line of the right of way of said, grantor, said southerly line being 49.5 feet distant from the centerline of said right of way; thence in a general easterly and northeasterly direction along said southerly line of said right of way to the point of beginning, together with the land in said right of way on which the northerly end of the New Marshfield House rests, including a strip 4 feet in width adjacent to and on the westerly, northerly and easterly sides of the northerly end of said New Marshfield House and also rights of way across other land of the grantor to the new toilet building and telescope or any replacements thereof located on the northerly side of said right of way; together with the right to use the same without charge on the part of the grantor; also the right to use, maintain, and repair existing sewer pipes and sewer equipment on other land of the grantor with the right to enter on said land for such purposes; the grantor reserving for the benefit of itself, its successors and assigns, including its patrons, passengers, officers and employees, such rights of way across the land hereby conveyed, as may be necessary to the proper and reasonable conduct of its railroad business. The grantor further conveys to the grantee, a perpetual easement, pertinent to the above, described premises to take all necessary water from its present water system, or systems, and from any replacement or replacements thereof, together with the right to

maintain, repair, and, if necessary, operate the pipes, pumps and other water equipment, and the right to enter on other land of the grantor for such purposes.

2. A certain tract of land with the buildings thereon located in Sargent Purchase, in said county and State, bounded, and described as follows, to wit:

All that portion of the summit of Mount Washington, which is located included within the circle described by radius 50 rods in length, the center of which is an iron pin, set in ledge, 3.9 feet northeast from the northeasterly corner of the Stage Office, so called, said tract containing 49.09 acres, more or less, reserving, however, for the benefit of the grantor, its successors and assigns, a right of way 99 feet in width from the circumference of said circle to a point at or near the summit of Mount Washington, the center line of said right of way being the cog track in the railroad track now in use by the grantor, but excluding from said right of way all buildings located thereon, and the land beneath the same.

3. A certain tract of land with the buildings they are on located in said, Sergeant Purchase in said County and State, bounded and described as follows, to wit:

Commencing at a point on the easterly side of the right of way of said Railway, said point being located at right angles from a point in the centerline of location of said Railway 347 feet northwesterly, measuring along, said center line, from a point in said center line opposite the Lizzie Bourne monument; thence north 68° east 437 feet; thence south 22° east 1000 feet; thence south 68° west 437 feet to a point 50 rods easterly from an iron pin on the summit of Mount Washington at the center of a circular tract of land conveyed to said railway by David Pingree at als, April 30, 1894; thence northwesterly by said circular tract about 619 feet to the easterly side of the location of said Railway; thence northwesterly by said sideline about 409 feet to the place of beginning, containing 10 acres.

The foregoing three parcels are the same premises conveyed to said Mount Washington Club, Inc. under a certain indenture between Mount Washington Railway Company and Mount Washington Club, Inc., dated as of December 15th, 1939, recorded in the Registry of Deeds for said Coös County. Said premises are hereby conveyed subject to all restrictions, conditions and reservations, referred to in said indenture and subject to and with the benefit of all rights, privileges and easements mentioned therein.

TO HAVE AND TO HOLD the afore-described premises, with all the privileges and appurtenances thereunto belonging to the said grantee, their successors and assigns to their use and behoof forever. And it does covenant with said grantee, their successors and assigns, that it is lawfully, seized in fee of the afore-described premises; that they are free from all encumbrances except as aforesaid; that it has good right to sell and convey the same to the said grantee, in manner of aforesaid; and that it and it successors and assigns will warrant and defend the same premises to the said grantee, their successors and assigns, forever, against the lawful claims and demands except as aforesaid of all persons.

PROVIDED NEVERTHELESS, nevertheless that if the said Mount Washington Club, Inc., its successors and assigns, pay to the said Trustees of Dartmouth College, their successors or assigns, a certain promissory note of even date herewith for the sum of One Hundred Thirty-five Thousand Dollars ($135,000) payable to the order of said Trustees of Dartmouth College as follows: Ten Thousand Dollars ($10,000) on the first day of November, 1940, a like amount on the first day of each succeeding November from 1941 to 1949, inclusive and the balance of Thirty-five Thousand Dollars ($35,000) on November 1, 1950 with interest on the unpaid balance at the rate of 5% per annum, payable on the first day of November each year, beginning on November 1, 1940, it being understood and agreed that upon default and payment of interest or any installment of principle, when due, the entire indebtedness becomes due and payable at the option of the holder on demand notwithstanding any waiver of previous defaults, and it being further understood that payments of principle and interest may be anticipated at any time, and shall keep the buildings on said premises insured against fire in such amount as may from time to time be required by the grantee in some company or companies satisfactory to the grantee for the benefit of said grantee, and also pay all taxes assessed on said property, then this deed shall be void; otherwise shall remain in full force,

AND IT IS AGREED that on failure of performance of said conditions, the Trustees of Dartmouth College, said mortgagee, or its legal representatives or assigns, may advertise said mortgage premises for sale by pub-

lication of notice in some newspaper printed at Berlin, in said County, three weeks successively before such sale, the first publication to be not less than twenty-one days before the day of said sale, and may sell the same by public auction to the highest bidder, and by its deed thereof, in pursuance of said sale, shall convey to the purchaser an indefeasible title to the same, discharged of all rights of redemption by the mortgagor, or its successors and assigns, or any person claiming from or under it. And the mortgagee shall apply the proceeds of such sale in payment of said mortgage debt and reasonable attorney's fees and expenses of notice and sale, and pay over the balance, if any, to the mortgagor.

IN WITNESS WHEREOF said Mount Washington Club Inc. has caused these presents to be signed and its corporate seal affixed as of this 15th day of December, 1939 by its Treasurer Henry N. Teague, hereunto duly authorized.

## ⮜1940⮞

**US Forest Service Special Use Permit**
**Mt .Washington Railway Co. Water Supply, 8/5/38**
**Amendment**
**April 18, 1940**

***Clause 17.*** This permit is hereby amend. to provide for the installation of an additional 950' of 5" pipe so that the pipe line now extends a total of 1400' on the National Forest.

April 18, 1940
(Date)

(Signature of officer issuing permit)

Forest Supervisor
(Title)

FOREST SERVICE
White Mountain National Forest
LITTLETON, N. H.
APR 20 1940
RECEIVED

Littleton Copy
Copy sent Mr. Teague
N.D.S.
5-23-40

## ⮜1942⮞

Milton, Mass.
Jan. 11, 1942

Colonel Henry N. Teague, President
Mount Washington Railway Company
Fabyans, New Hampshire

Dear Colonel Teague:

In accordance with your verbal permission to me on Aug. 29,1941, we have erected a substantial tower on the Observatory at the following expenses

| | | |
|---|---|---|
| Carpenter labor, E. Magee (No evaluation of the labor of members of the Obs staff) | 131.50 | |
| Lumber, hardware and supplies for the tower | 126.31 | 257.54 (call it $250.) |

The expense of this tower increases our financial interest in the building to the amount indicated, subject, as per the lease, to depreciation at the rate of five (5) per cent. per annum from, say, October 1, the middle date of the construction period.

Since this requires your written acknowledgement, we shall take it that this letter if countersigned by you below will meet the requirements. I enclose a carbon copy, which kindly sign and return to me.

Very truly yours,



MOUNT WASHINGTON OBSERVATORY
*Charles F. Brooks,* President *(left)*

On behalf of the Mount Washington Railway Company, we give the the Mt. Washington Observatory written permission to include the tower added to the Observatory building about October 1, 1941 at a cost of $250.00 as a part of their interest in said building, under the terms of the lease of Nov. 5, 1937,

MOUNT WASHINGTON RAILWAY COMPANY
*Henry N. Teague*, President

January 11, 1942

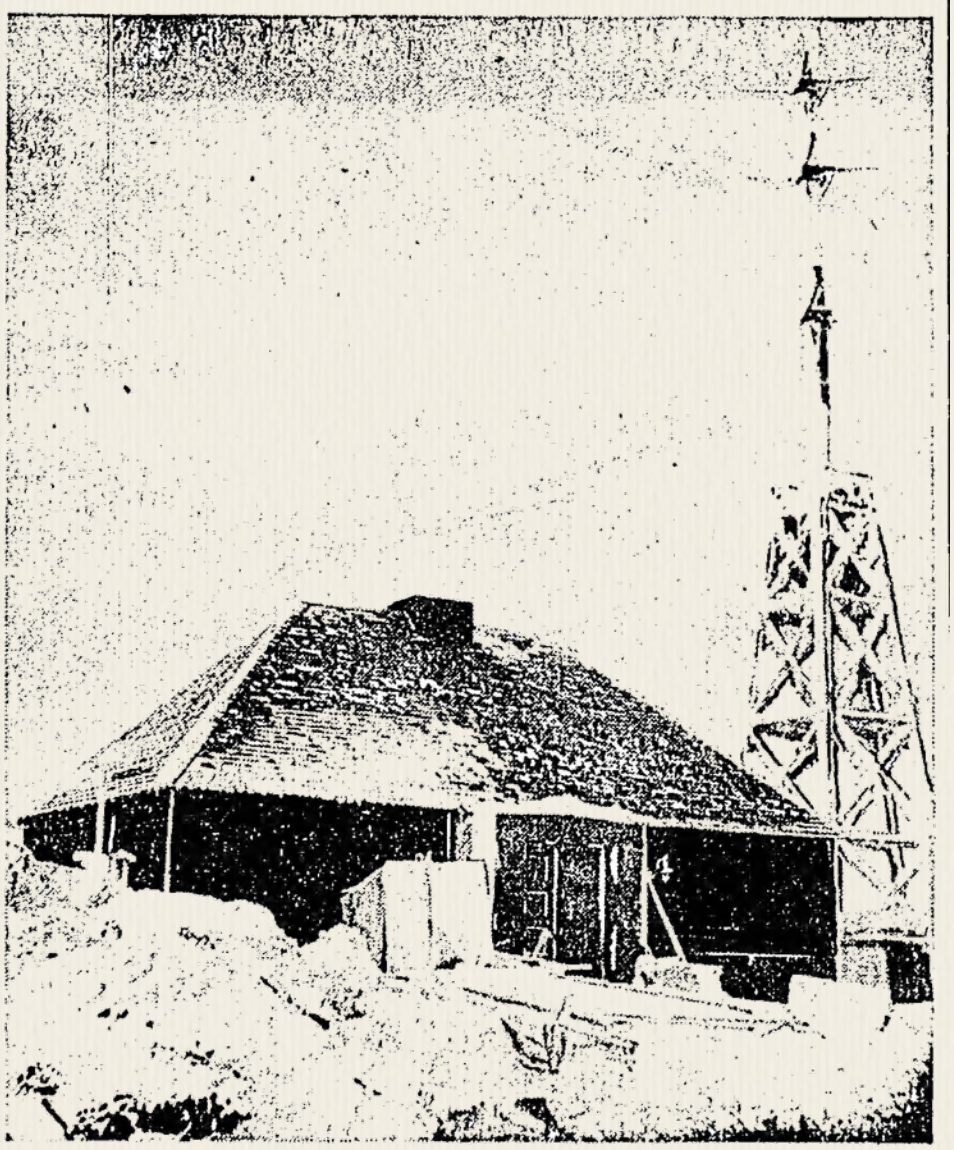
Col. Henry N. Teague, President
Mt. Washington Railway Co.
Fabyan, N.H.

Dear Colonel Teague:

I wonder if you would consider easing up the rental charge against us for the Mt. Washington Observatory building now that the Yankee Network is pulling out *(right)* and in view of the substantial entertainment we now give your patrons

Four years ago when the lease was agreed upon, it was a substitute for a proposition that we pay $500 a year, and at the end of 20 years own the building. By subletting to the Yankee Network, however, it appeared that we could pay this high rate on a straight lease, thereby providing you with a quicker recovery of the money spent. New that we have paid you back more than a third of the cost, and have given reasonable proof of stability of existence and likelihood of continuing for years and years, your risk is no longer so great as it originally was. So it is perhaps not necessary for the annual rental charge to continue so high. Our financial position, now that we shall be deprived of income from the Yankee Network, will make it extremely difficult for us to raise this large rental, year after year in the future, unless, as has not yet been possible, we are able to get the Weather Bureau to pay a part of the expense.

**Not a Polar Expedition**



**This is not a view of Admiral Byrd's antarctic headquarters, but the antenna and transmitter house of frequency modulation station W39B 6,300 feet atop Mount Washington, N. H. Freezing temperatures, snows, and high winds are experienced almost the year around.**

*Chicago Tribune - Sun, Sep 21, 1941 pg. 163*

Last summer you may have observed or heard of our greatly increased facilities for entertaining visitors to the summit, most of whom were your patrons. Not only did we run a continuous exhibit at the Observatory, including beautiful colored photographs and an occasional display of a colored motion picture of Mt. Washington, but also twice a week or oftener we

ran a colored movie lecture of one hour's length at the Mt. Washington Club. At the Observatory there was one man whose whole time was assigned to visitors. The number of visitors who signed their names in our register last summer was *(number to be inserted)*, indicating a probable total of visitors of *(insert number)*. Our total the summer before, when we also gave some entertainment, was approximately 10,000.

In view of your reduced risk and our substantial entertainment of your patrons, I wonder if you would consider reducing the annual rental to $250, effective last May *(1941)*.

With New Year's greetings,

Sincerely yours,

*Charles F. Brooks,* President

P.S. When I was in Miami 2 weeks ago, to my son's wedding, I phoned the Venetian Hotel, in an effort to get in touch with you, but they did know whether you were in Miami or not. You may remember my son; he was an observer on Mt Washington for parts of two summers several years ago.

February 21, 1942

Mr. Charles F. Brooks
Blue Hill Observatory
Milton, Mass.

Dear Mr. Brooks:

Permit me to apologize for not answering your letter sooner. I have been traveling around and have not been particularly well.

When you spoke to me about the tower for the observatory I had no idea that you ever expected that I would ever assume the cost of it. It is of no value to me as a tower and I do not feel justified in assuming cost of it.

As to the rent, that contract was put up as part of security when I borrowed money to refinance the railroad and of course I cannot reduce the value of that. However, in order to make it easier for your concern, you will pay me the usual $500, and will contribute $250 to the observatory. I appreciate very much the value of the observatory to the summit but my hands are tied as far as the contract is concerned.

Very truly yours,
*Henry N. Teague*

HNT:C

February 28, 1942

Col. Henry N. Teague, President
Mt. Washington Railway Co.
The Flamingo, Miami Beach, Fla.

Dear Colonel Teague:

Thank you very much for your generous response to my appeal for relief from the high rent; though the rent as such is not reduced, your fine contribution of $250 that you promise will make the financial result the same.

I am sorry that I did not make myself clear in the letter about the tower. I merely intended to give you formal notice of our additional investment in the Building, so that it could be added to our equity there, in accordance with the formal contract. Your endorsement and return of the extra copy of the letter I sent will merely put this on record, I understood very well last summer that you were not in a position to contribute to the cost of the tower.

Within a few days you should receive our treasurer's check for $250 for rent due.

The Mountain has been having much stormy weather recently: more than usual for this time of year. On Feb. 7, Mr. Brown tells me a wind velocity of some 216 mi/hr for 5 sec. was observed there. This figure was obtained on the new tower, with a standard 3 cup anemometer, from the 240 mi/hr reading of which 10% bas been subtracted for apparent instrumental error at these high velocities. This type of anemometer has not been standardized above 160 mi/hr. The 216 is not equal to the great wind of 231 mi/hr of Apr 12, 1934.

With kind regards,
Sincerely yours,
*Charles F. Brooks,* President

**Mount Washington Club, Inc.**
**to**
**Trustees - Dartmouth College**

Mortgage
Coös County Records
Volume 323 Page 186-187

Dated: October 18, 1942
Sealed
Witnessed
Acknowledged

KNOW ALL MEN BY THESE PRESENTS

That MountWashington Club, Inc., a corporation duly established and existing under the laws of the State of New Hampshire and having a principal place of business at the Summit of Mount Washington, in the County of Coös, said state, in consideration of TenThousandDollars ($10,000) to it paid by the Trustees of Dartmouth College, a corporation duly existing under the laws of the State of New Hampshire and having a principal place of business in Hanover, County of Grafton, said State, the receipt whereof it does hereby acknowledge, bas given, granted, bargained, sold and conveyed, and does for itself and its successors and assigns, by these presents, give, grant bargain, sell and convey unto the said Trustees of DartmouthCollege, their successors and assigns, forever the following described parcels of land, all situated in the County of Coös and State of New Hampshire, namely:

All and the same land in Thompson and Meserve purchase and in Sargent purchase conveyed to this Corporation by the Mount Washington Railway Company by deed dated as of December 6, 1939 which deed is recorded in the Coös County Registry of Deeds and to which reference may be had for a more complete description. Said premises are hereby conveyed subject to all restrictions, conditions and reservations referred to in said indenture and subject to and with the benefit of all rights, privileges and easements mentioned therein,

TO HAVE AND TO HOLD the afore-described premises, with all the privileges and appurtenances thereunto belonging to the said grantee, their successor, and assigns, to their use and behoof forever. And it does covenant with said grantee, their successors and assigns, that it is lawfully seized in fee of the afore-described premises; that they are free from all encumbrances except as aforesaid and a mortgage to this same grantee recorded in Coös County Registry of Deeds, Volume 306, Page 18.

All and the same land in Thompson and Meserve purchase and in Sargent purchase conveyed to this Corporation by the Mount Washington Railway Company by deed dated as of December 6, 1939 which deed is recorded in the Coös County Registry of Deeds and to which reference may be had for a more complete description. Said premises are hereby conveyed subject to all restrictions, conditions and reservations referred to in said indenture and subject to and with the benefit of all rights, privileges and easements mentioned therein,

TO HAVE AND TO HOLD the afore-described premises, with all the privileges and appurtenances thereunto belonging to the said grantee, their successor, and assigns, to their use and behoof forever. And it does covenant with said grantee, their successors and assigns, that it is lawfully seized in fee of the afore-described

premises; that they are free from all encumbrances except as aforesaid and a mortgage to this same grantee recorded in Coös County Registry of Deeds, Volume 306, Page 18.

PROVIDED NEVERTHELESS, that if the said Mount Washington Club, Inc., its successors and assigns, pay to the said Trustees of Dartmouth College, their successors and assigns, a certain promissory note of even date herewith for the sum of Ten Thousand Dollars ($10,000) payable to the order of said Trustees of Dartmouth College on demand with interest on the unpaid balance at the rate of five per cent (5%) per annum, then this deed shall be void; otherwise shall remain in full force.

AND IT IS AGREED that, on failure or performance of said conditions, the Trustees of Dartmouth College, said mortgagee, or its legal representatives or assigns, may advertise said mortgaged premises for sale by publication of notice in some newspaper printed at Berlin, in said County, three weeks successively before such sale, the first publication to be not less than twenty-one days before the day of said sale, and may sell the same , by public auction to the highest bidder; and by its deed thereof, in pursuance of such sale, shall convey to the purchaser an indefeasible title to the same, discharged of all rights of redemption by the mortgagor, its successors and assigns, or any person claiming from or under it. And the mortgagee shall apply the proceeds of such sale in payment of said mortgage debt and reasonable attorney's fees and fees and expenses of notice and sale, and pay over the balance, if any, to the mortgagor.

IN WITNESS WHEREOF said Mount Washington Club, Inc. has caused these presents to be signed and its corporate seal affixed this 13th day of October, 1942, by its President and Treasurer, Henry N. Teague, hereunto duly authorized.

In the presence of:
*Gordon Bridge*
Notary Public

MOUNT WASHINGTON CLUB, INC. (seal)
By
*Henry N. Teague*
President and Treasurer

Grafton SS STATE OF NEW HAMPSHIRE October 13, 1942

*For Discharge see Vol. 474 Page 15*

**Mt. Washington Observatory**
**Rent**
**November 3, 1942**

November 3rd, 1942

Col. Henry N. Teague, President
Mount Washington Railway Co.
Fabyans, N.H.

Dear Col. Teague:

Enclosed please find our check for $250.00 to cover one-half years rent of the Observatory building (May 4th 1942 to November 3rd 1942).

We have not as yet been billed for Fire Insurance on the Observatory Building which I believe is due. Will you kindly attend to this matter so our accounts will be up to date.

We all hope you will winter well and be back with us in the hills in the spring.

Very truly yours,

## ≺1944≻

### Mount Washington Club, Inc.
### Lease to
### The Yankee Network Incorporated
### June 7th, 1944

THIS INDENTURE made the 7th day of June in the year 1944 between MOUNT WASHINGTON CLUB, INC., a corporation duly established and existing under the laws of the State of New Hampshire and having a principal place of business at the Summit of Mount Washington in the County of Coös, said State (herein called the Lessor *(MWC)*, which expression is hereinafter defined), of the one part, and THE YANKEE NETWORK, INCORPORATED, a corporation organized and existing under the laws of The Commonwealth of Massachusetts and having a principal place of business in Boston, Suffolk County, in said Commonwealth (herein called the Lessee *(YN)*, which expression is hereinafter defined), of the other part,

WITNEESSETH: That

In consideration of the rent reserved and the Lessee's *(YN)* covenants herein contained, the Lessor *(MWC)* does hereby demise and lease unto the Lessee *(YN)*, a certain track of land with the buildings thereon, said buildings other than the observatory building being owned by the Lessee *(YN)*, located in Sargent Purchase, County of Coo and State of New Hampshire, bounded and described as follows, to wit:

BEGINNING at a point halfway between the Tip Top House and the Yankee Network transmitter building, measured at the shortest distance between said buildings; thence running westerly by a line parallel with the northerly side of the transmitter building to a point 200 feet beyond the point where said line intersects the extension northerly of the line of the westerly side wall of said transmitter building; thence turning at a right angle and running southerly to be boundary of the Lessor's *(MWC)* land a distance of approximately700 feet; beginning again at the original point of beginning and running easterly to a point 10 feet north of the Mount Washington observatory steps; thence still easterly by a line parallel to the northerly aide of the observatory building to the border of the parking area, a distance of approximately 200 feet; thence turning at a right-angle and running to the boundary of the Lessor's *(MWC)* property, a distance of approximately 750 feet; thence by a line curving to the right and having a radius of 825 feet, being the boundary of the Lessor's *(MWC)* property, to the southerly end of the line already referred to as being approximately 700 feet; the leased premises containing approximately 9.07 acres.

Together with the land on which the Lessee's *(YN)* tanks, pump house and pumps now stand and sufficient land adjacent thereto for such larger or additional tanks as the Lessee (YN) may require for the conduct of its business.

Together also with a right to maintain, repair, replace and construct wires for the transmission of electricity in substantially their present locations, pipe lines between said tanks and the road hereinafter mentioned, in each case in substantially the location of those now existing, but not to be limited to the number now existing;

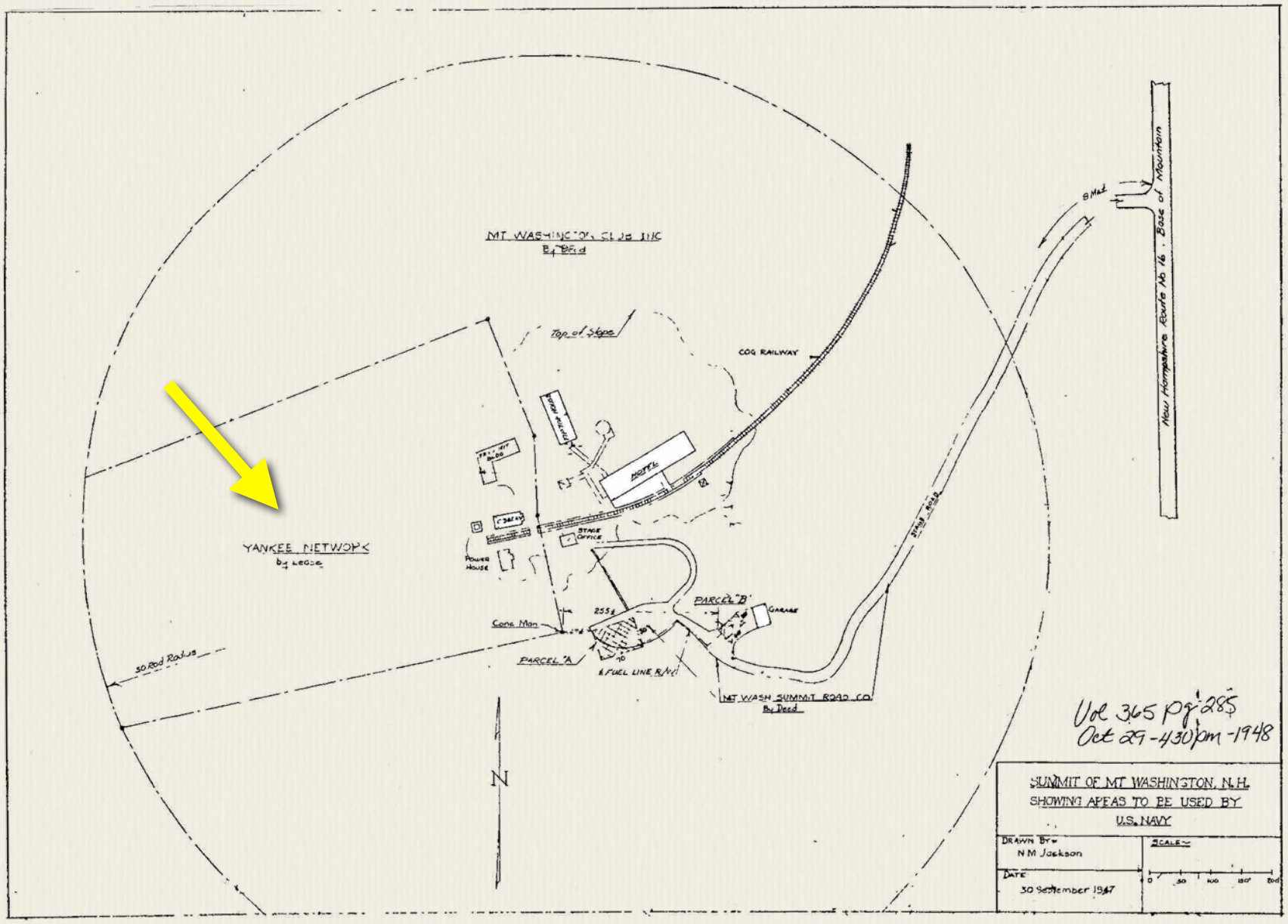
Together also with all the right which the Lessor *(MWC)* now or hereafter may have to use, for all purposes for which a way may lawfully be used in the State of New Hampshire, the road from the base of Mount Washington to its summit and to the leased premises, subject, however, to payment of such tolls as may lawfully be charged.

EXCEPTING, HOWEVER, from the leased premises the observatory building and reserving to the Lessor *(MWC)* a right of access thereto.

TO HAVE AND TO HOLD the premises herby demised unto the Lessee *(YN)* for a term of six (6) years from noon of the first day Jan., 1944, ending at noon on the first day of Jan., 1950, unless extended or sooner terminated as herein provided.

YIELDING AND PAYING THEREFOR rent a follows; Thirty thousand dollars ($30,000) on the delivery of this lease, and thirty thousand dollars ($30,000) payable as follows; On January 1, 1945, twenty thousand dollars ($20,000), and on January 1 in each of the years 1946, 1947, 1948 and 1949 two thousand five hundred dollars ($2500), the Lessee *(YN)* agreeing further as part of the rent payable hereunder, during the original six-year

# Documents - 1944




term of the lease but not during any extension of the term hereof, to supply electric current for the lighting of the hotel and other buildings owned by the Lessor *(MWC)* on the Summit of Mount Washington sufficient to light said buildings in the same manner and to the same extent as the same have) month prior to the expiration of the extension in fore previously been lighted.

The Lessee *(YN)* shall have a right to four successive extensions of the term of this lease, each for a term of fifteen (15) years. The first extension may be made by written notice given by the Lessee *(YN)* to the Lessor *(MWC)* at least six (6) month prior to the expiration of the term of the original lease or within thirty days after the Lessor *(MWC)* shall, not more than seven months prior to such expiration date, have given the Lessee *(YN)* notice of such expiration, whichever date is later, and any subsequent extensions by such notice given at least six (6) months prior to the expiration of the extension in force at the time of giving such notice, or within thirty days after the Lessor shall, not more than seven months prior to such expiration date, have given the Lessee *(YN)* notice of such expiration, whichever date is later. The yearly rent during each such extension shall be the sum of one thousand dollars ($1,000) payable on January 1st of each year of the extension.

And the Lessee *(YN)* hereby covenants and agrees to and with the Lessor *(MWC)* that, during the term of this leas and for such further time as the Lessee *(YN)* shall hold or occupy the said premises or any part thereof;

1. The Lessee *(YN)* will pay the rent then applicable to the Lessor *(MWC)* at the time and in the manner aforesaid during said term and any further time aforesaid (except only as herein expressly provided) at the office of the Treasurer of Dartmouth College, or at such other place as the Lessor *(MWC)* shall designate from time to time, and will punctually perform and observe all things in the lease stated to be performed and observed by the Lessee *(YN)*.

2. The Lessee *(YN)* will use the leased premises for aural and visual broadcasting and receiving and similar uses, including scientific experiments and development in similar fields. No admission fee shall be

charged for entrance to the leased premises. The Lessee *(YN)* will not use the leased premises to as to compete in any manner with the business of the present hotel on the Summit of Mount Washington, including its dining room, shelter, gift shop, post office and garage.

3. The Lessee *(YN)* may erect buildings and structures on the leased premises as it may from time to time determine, and may in its discretion alter or remove any of said buildings or erect others in place thereof; provided, however that on the final expiration of the term and all extensions hereof all buildings and structures other than towers, antennas and tanks which were on the leased premises six months prior to such expiration date shall become the property of the Lessor *(MWC)*, the Lessee *(YN)* hereby covenanting that it will not remove the same during said six months' period. The Lessee *(YN)* shall, however, be entitled to remove all tower, antennas, tanks, pipes, engines and other equipment whether or not the same shall have been attached to any such building or structure.

4. The Lessee *(YN)* covenants that it will from time to time duly pay and discharge all taxes and assessments constituting a lien upon the leased premises and not imposed in part with respect to any other premises, before the same shall become overdue. Nothing in this covenant shall be construed as a requiring the Lessee to pay such tax or assessment so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

5. The Lessee *(YN)* shall not be liable to anyone for its failure to furnish electricity for lighting, as hereinbefore provided, due to any cause beyond the Lessee's control, to any accident, to the making of repairs, alterations or improvements, to labor difficulties or to trouble in obtaining fuel, service or supplies from the sources from which they are usually obtained.

6. The Lessee *(YN)* may cancel this lease or any extension hereof by a notice in writing given to the Lessor *(MWC)* at any time after January 1, 1949 and at least six months prior to the date of termination named in said notice.

7. The Lessor *(MWC)* covenants and agrees that during the term of this lease and any extension thereof, it will not permit any of the Lessor's *(MWC)* remaining land on Mount Washington, or other land thereon which may be acquitted by the Lessor *(MWC)*, to be occupied or used as a radio broadcasting station or for any other use permitted to the Lessee by the term of this lease.

8. Any notice given by or on behalf of the Lessor *(MWC)* to the Lessee *(YN)*, pursuant to any provision of this lease or any extension hereof, and any which the Lessor *(MWC)* may desire to give for any reason, shall be deemed to have been duly given if delivered in hand to an officer of the Lessee *(YN)* or if mailed, postage prepaid and addressed to the Lessee at 21 Brookline Avenue, Boston, Massachusetts, or such other address as the Lessee *(YN)* may from time to time give in writing to the Lessor. Any notice given by or on behalf of the Lessee *(YN)* to the Lessor *(MWC)*, pursuant to any provision of this lease or any extension hereof, and any which the Lessee *(YN)* may desire to give for any reason, shall be deemed to have been duly given if delivered in hand to an officer of the Lessor *(MWC)* or if mailed, postage prepaid and addressed to the Lessor c/o Halsey C. Edgerton, Treas. Dartmouth College, Hanover, N.H., or such other address as the Lessor may from time to time give in writing to the Lessee *(YN)*.

9. The parties hereto mutual agree that they will cause a survey and plan of the leased premises to be made at an early date, the expense to be borne equally by each party.

PROVIDED, HOWEVER, AND THESE PRESENTS ARE UPON THIS CONDITION, that if the Lessee *(YN)* shall neglect or fail to perform or observe any of the covenants, agreements, provisions or conditions contained in this instrument and on its part to be performed or observed and such default shall continue for a period of sixty (60) days after written notice of such default by the Lessor *(MWC)* to the Lessee *(YN)*, the Lessor may at any time thereafter (notwithstanding any license or waiver of any former breach or waiver of the benefit thereof or consent in a former instance) and without further demand or notice, in person or by agent or attorney, enter into and upon the leased premises or any part of thereof in the name of the whole and repossess the same as of its former estate without prejudice to any of the rights of the Lessor *(MWC)* to recover for arrears of rent or damages for any other breach of covenant hereunder or to the Lessor's other remedies therefor, and, upon entering as aforesaid, this lease shall, if the Lessor so elects, determine.

All other existing leases or agreements now in force between the parties hereto affecting the leased premises are hereby cancelled to take effect with the beginning of the term of this lease.

In this lease and all documents referring to it the terms "Lessor" and "Lessee" and all expressions referring thereto mean the corporations named above as Lessor and Lessee and their respective successors and assigns and those claiming respectively through them unless plainly repugnant to the context.

IN WITNESS WHEREOF the said Mount Washington Club, Inc. has caused this instrument and two other instruments of like tenor to be signed and its corporate seal thereto affixed by its Treasurer, Henry N. Teague, thereunto duly authorized, and The Yankee Network, Incorporated has caused said instruments to be signed and its corporate seal thereto affixed by John Shepard 3d, its Chairman of the Board, thereunto July authorized, the day and year first above written.



Witness to mark:
E. S. French

MOUNT WASHINGTON CLUB, INC.
*Henry N. Teague*
THE YANKEE NETWORK, INCORPORATED
*John Shepard Jr (right)*

STATE OF NEW HAMPSHIRE
Grafton ss. June 7, 1944

Personally appeared the above named Henry N. Teague, and acknowledge the foregoing instrument to be the free act and deed of said Mount Washington Club, Inc., before me,
*John R McLean* Notary Public

THE COMMONWEALTH OF MASSACHUSETTS
Suffolk, ss. Boston, June 7, 1944

Personally appeared the above name Jean Shepard 3d and acknowledged the foregoing instrument to be the free act and deed of the Yankee Network Inc. before me,
*H.F. Wright* Notary Public

I, John R, McLean, clerk of the Mount Washington Club, Inc., hereby certify that at a meeting of the Directors of said Mount Washington Club Inc. held June 30, 1944 at which a quorum was present and acting throughout the following vote was duly passed:

VOTED: That the execution and delivery in the name, and on behalf of Mount Washington Club Inc. of a lease in several like counterparts with the Yankee Network, Incorporated. dated June 7, 1944, for a term of six (6) years beginning at noon on January 1, 1944 with provision for a series of four (4) extensions of fifteen (15) years each, in the form of the executed counterpart thereof bear ing the seal of this corporation and the signature of Henry Nelson Teague by his mark witnessed by E.S. French presented to this meeting, and the action of said Henry N. Teague in so executing and delivering said lease be and the same hereby are adopted, ratified and confirmed; and that the said lease as so executed be and the same hereby is confirmed as the instrument of this corporation.

And I herby further certify that the foregoing vote is now in full force and effect and that the instrument to which this certificate is annexed is in the form of the counterpart of the lease presented to said meeting and referred to in the foregoing vote.



WITNESS my hand and the seal of the said corporation this 30th day of June, 1944
*John R. McLane (left)*

Received July 12, 1:30 P.M., 1944.
Examined, Attest:
*Adelaide T. Monhahan*
Commissioner to perform the duties of Register of Deeds.

**Subordination Agreement**
**Trustees of Dartmouth College and**
**The Yankee Network, Incorporated**
**June 30th, 1944**

THE UNDERSIGNED, TRUSTEES OF DARTMOUTH COLLEGE, a corporation, duly established and existing under the laws of the State of New Hampshire, and having a principal place of business in Hanover, County of Grafton, said State, as it is holder of the mortgage given to it by the Mount Washington Club, Inc. dated December 15, 1939 and recorded with Coös County records in volume 306, page 13, for consideration, paid by the Yankee Network Incorporated, the receipt of which consideration is hereby acknowledged, HEREBY CONSENTS to a lease from Mount Washington Club, Inc. to the Yankee Network Incorporated, of a part of the premises, subject to said mortgage, said lease being for a term of six (6) years with a right in the lease of four successive extensions or renewals, each for a period of fifteen years, and AGREES that in the event of a foreclosure of said mortgage, the rights of the lessee under said lease shall be the same as though said lease had been executed, delivered and recorded prior to said mortgage, and that in such case, the lessee, performing and observing the covenants of said lease, shall continue to hold and enjoy the leased premises during the term of said lease and all extensions, therein in provided for.

IN WITNESS WHEREOF the Trustees of Dartmouth College has caused these presents and two other instruments of like tenor to be signed and it's corporate seal to be there to affixed this 30th day of June 1944, by Halsey C. Edgerton, its Treasurer, thereunto duly authorized.

TRUSTEES OF DARTMOUTH COLLEGE
by: *Halsey C. Edgerton* - Treasurer

STATE OF NEW HAMPSHIRE
Grafton ss. June 30th, 1944

Personally appeared the above-named Halsey C. Edgerton and acknowledge the foregoing instrument to be the free act and deed of Trustees of Dartmouth College, before me,

*Gordon Bridge* Notary Public

Received July 12, 1:30 P.M., 1944.
Examined, Attest:
*Adelaide T. Monhahan*
Commissioner to perform the duties of Register of Deeds.

## ≺1946≻

**Mt Washington Observatory**
**Telephone Service**
**June 10, 1946**

June 10, 1946

New England Telephone & Telegraph Co.
5 Middle St.
Lancaster, N.H.

Gentlemen:

The Mt. Washington Observatory stated that they wish to give up the service on the line they have to the top of the mountain

I would like to take this line over and pay for the service charge of the line during the summer months until such a time as I can get my old line repaired. The wire is owned by the Northwest Airlines which had an experimental laboratory on top of Mt. Washington.

I am sending a copy of this letter to Mr. Ray Potter, Manager of the Research of the Northwes Airlines telling him of the plans and I feel that it will be agreeable with him.

I am enclosing a bill which was sent to the Observatory for $10.55 which I think covers the calls made during the early part of April. If possible, I would appreciate your breaking the calls down and tell me who made them and from which station.

Sincerely yours,

Arthur S. Teague

Arthur S. Teague
Mt. Washington Railway Co.

T:O
Enc.

cc: Joseph Dodge, Treas.
Mt. Washington Observatory
Gorham, New Hampshire

Ray Potter
Northwest Airlines
Minneapolis, Minn.




*Mount Washington Railway base station with passengers and train ready to ascend.* (July. 1946)
*- Harold M. Swain photograph from negative / eBay*

## ≺1948≻

**UNITED STATES DISTRICT COURT**
**United States of America**
**v.**
**Certain Parcels of Land atop Mt. Washington in Sargent's Purchase, Coös County, New Hampshire**
**and the Mount Washington Club, Inc., et al.**
**October 5, 1948**

*Recorded in the Coös County Registry of Deeds in volume 365 at page 285;*

Civil No. 743

***CITATION:***

A petition for the condemnation of a term for years in a certain parcels of land situated atop Mt. Washington, in Sargent's Purchase, Coös County, New Hampshire, and certain easements in connection therewith, described hereinafter, which is needed for use in connection with the program of aeronautical research in which the Department of the Navy is engaged, was filed in this proceeding on the fifth day of October, 1948, by the United States of America.

An order of court was entered in this proceeding on the fifth day of October, 1948, confirming the possession by the United States of America, from August 15, 1947, of the parcels of land in which the said term for years is sought to be acquired by the United States of America, in this proceeding, granting the United States of America the right to remain in possession of the said parcels of land, to the extent of the interest therein sought to be acquired by it, in this proceeding, in order that it may continue to use the said parcels of land in connection with the said program of aeronautical research, and ordering that all parties defendant to this proceeding appear before said United States District Court, and show cause, if any they have, why the said petition for condemnation should not be granted, by filing with the Clerk of said Court, at Concord, in said District, pleas, answers or demurrers to the said petition for condemnation, on or before the eighteenth day of January, 1949, and that due notice of the filing of the said petition for condemnation and of the entry of the said order of Court be given by the petitioner.

The original of the said petition for condemnation and the original of the said order of court are on file in the office of the Clerk of said Court and may be examined by interested parties.

The parcels of land and the easements in which the said term for years is sought to be acquired by the United States of America, in this proceeding, and the said term for years are described, as follows:

PARCEL "A", situated atop Mt. Washington, in Sargent's Purchase, Coös County, New Hampshire:

Beginning at a point forty-seven feet (47') more or less, north eighty-eight degrees (88°) east of a concrete monument at the southeast corner of the property leased by the Yankee Network and as delineated on a plan entitled "Summit of Mt. Washington, N. H., Showing Areas to be Used by U. S. Navy," and dated September 30, 1947; thence south eighteen degrees (18°) east a distance of fifty feet (50') to a point; thence north seventy-two degrees (72°) east a distance of seventy feet (70') to a point; thence north eighteen degrees (18°) west a distance of fifty feet (50') to a point; and thence south seventy-two degrees (72°) west a distance of seventy feet (70') to the point of beginning, containing an area of three thousand five hundred (3,500) square feet.

PARCEL "B", situated atop said Mt. Washington, on the flat area in the vicinity of the garage indicated on the above-mentioned plan:

Beginning at a point two hundred fifty-five feet (255') more or less, due east from the above-mentioned concrete monument at the southeast corner of the property leased by the Yankee Network; thence south forty-four degrees (44°) east a distance of twenty feet (20') to a point; thence north forty-six degrees (46°) east a distance of forty feet (40') to a point; thence north forty-four degrees (44°) west a distance of twenty feet (20') to a point; thence south forty six degrees (46°) west a distance of forty feet (40') to the point of beginning, containing an area of eight hundred (800) square feet.

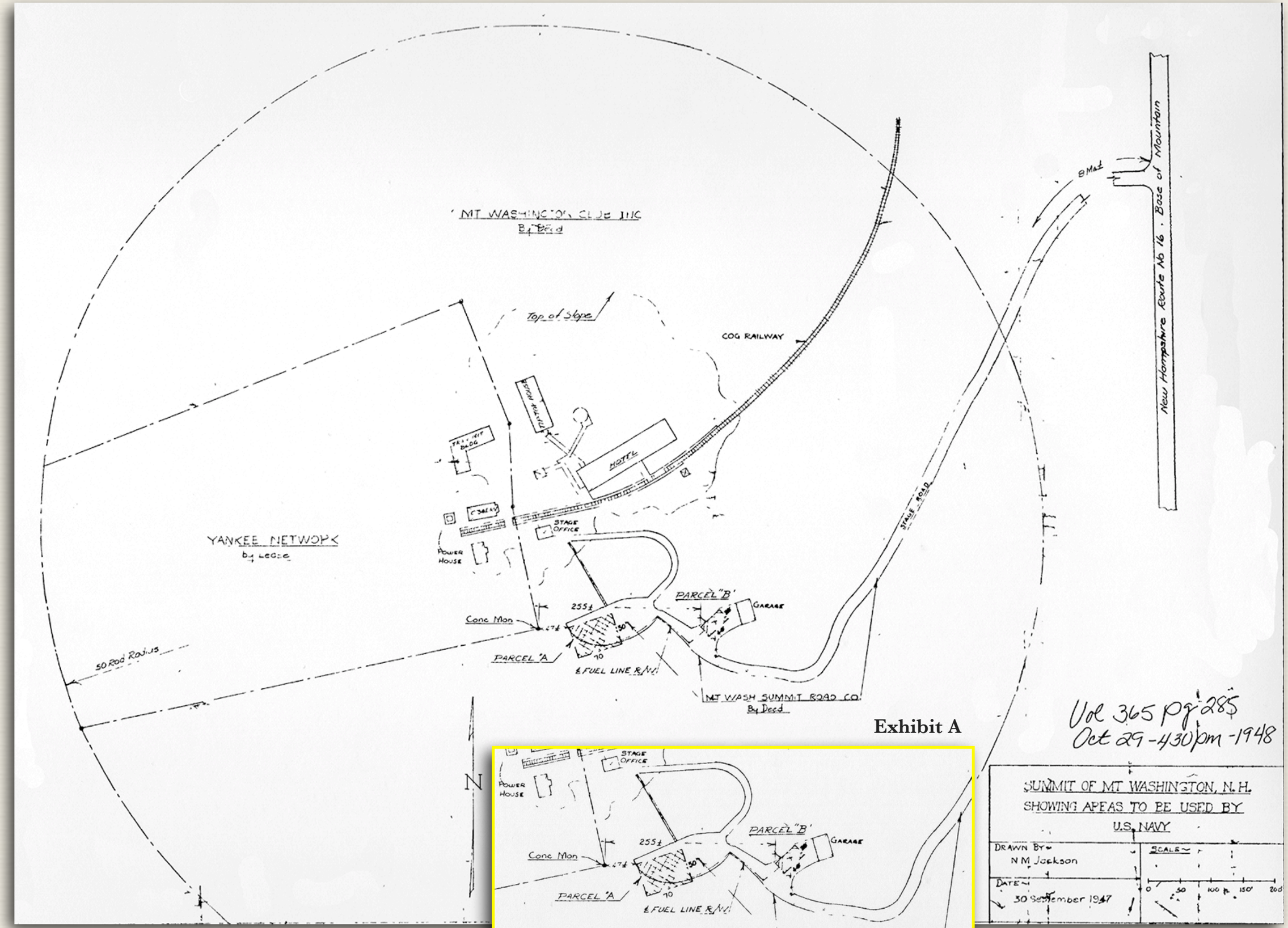

MT WASHINGTON CLUB INC
By Deed
Top of Slope
COG RAILWAY
BOTTOM HOUSE
HOTEL
STAGE OFFICE
POWER HOUSE
YANKEE NETWORK
by Lease
Conc Mon
255±
47±
50
10
PARCEL "A"
PARCEL "B"
GARAGE
& FUEL LINE R/W
MT WASH SUMMIT ROAD CO.
By Deed
50 Rod Radius
STAGE ROAD
BMat
New Hampshire Route No 16 . Base of Mountain
N
Vol 365 pg 285
Oct 29 - 430pm - 1948
SUMMIT OF MT WASHINGTON, N.H.
SHOWING AREAS TO BE USED BY
U.S. NAVY
DRAWN BY
N M Jackson
DATE
30 September 1947
SCALE
0 50 100 ft 150' 200'

**Exhibit A**


STAGE OFFICE
POWER HOUSE
PARCEL "B"
GARAGE
255±
Conc Mon
47±
50
10
PARCEL "A"
& FUEL LINE R/W
MT WASH SUMMIT ROAD CO.
By Deed

*Easement for fuel lines:* Easement to lay fuel lines in a strip of land atop said Mt. Washington, the center line of which is delineated on the above-mentioned plan and is described as follows:

Beginning at the southeast earner of the said PARCEL "A"; thence northeasterly, along the edge of the parking area, a distance of seventy feet (70'), more or less, to the westerly edge of the stage road; thence southeasterly, along the westerly edge of the said stage road, a distance of seventy feet (70'), more or less, to a point; thence northeasterly, across the said stage road, a distance of forty feet (40'), more or less, to the southwesterly side of the said PARCEL "B".

*Easement for use of parking area and stage road:* Easement to use, in common with others, the parking area and the stage road which are referred to in the above description of the easement for fuel lines. The said stage road is delineated on the above-mentioned plan.

The term for years, which is sought to be acquired by the United States of America, in this proceeding, is a term for years in the above-described parcels of land and the above-described easements, from August 15, 1947, to and including June 30, 1949, together with the right to renew the said term annually, at the election of the United States, notice of such election to be filed in this proceeding at least thirty days prior to the end of the said term or subsequent extensions thereof, and the right to remove, before the expiration of the said term or any renewal thereof, any and/or all improvements, structures and fuel lines placed on the said lands by or for the United States.

The plan referred to in the above descriptions of the parcels of land and the easements in which the said term for years is sought to be acquired, in this proceeding, marked "Exhibit A", is attached to and constitutes a part of the said petition for condemnation, and interested parties may refer to the said exhibit as often as may be necessary.

***RESIDENT PARTIES***

The names of the parties defendant which are set forth in the said petition for condemnation are as follows:

| | |
|---|---|
| Mount Washington Club, Inc.,<br>a New Hampshire corporation | Mount Washington, Sargent's Purchase<br>(Fabyan), New Hampshire |
| Mt. Washington Summit Road Co.,<br>a New Hampshire corporation | Gorham, New Hampshire |

All other parties having or claiming to have any right, title or interest in or to the parcels of land in which the said term for years is sought to be acquired by the United States of America, in this proceeding, whose names are unknown to the petitioner, will be bound by this proceeding.

The Court has ordered this citation to be published in *The Coös County Democrat*, a newspaper published in the said County of Coos, once a week for three successive weeks, the last publication whereof to be at least one week prior to the said eighteenth day of January, 1949.

Attest:

t/ *William H. Barry*
(Seal) Clerk, United States District Court

A true copy of citation.
Attest:

t/ *William H. Barry*
Clerk, United States District Court

Received Oct. 29, 4:30 PM 1948
Examined, ATTEST:
Thelma Morse Murphy Register.

## ≺1950≻

**Amendment to Special Use Permit**
**designated U-USES, Mt. Washington Cog Railway Co.**
**Water Supply - 8/5/38, approved by**
**C. L. Graham, Forest Supervisor, August 9, 1938**
**and amended by C. L. Graham, April 18, 1940**

Permission is hereby granted to lay one additional 5-inch pipe on the same location authorized by the original permit and the amendment of April 18, 1940. All other conditions of the permit remain unchanged.

November 6, 1950

George B. P. Mullin
Acting Forest Supervisor

## ≺1952≻

**US Forest Service Special Use Permit**
**Mt. Washington Cog Railway Co. Water**
**Clause Six Substitution to Water Supply, 8/5/38**
**July10, 1952**

Gentlemen:

Notice is hereby given.that permission granted by the above designated special use permit shall hereafter be subject to the condition that the following clause is hereby substituted for clause 6 of that permit.

The permittee will exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit and will pay the United States for any damage resulting from the violation of the terms of this permit or any law or regulation applicable to the national forests by the permittee, his agents, or employees~ or through negligence of the permittee, his agents. or employees, when acting within the scope of their employment.

July 10, 1952
Date

K. P. BUTTERFIELD
Acting Forest Supervisor

*(Editor's note: Here is the original clause 6 - "The permittee shall pay the United States for any damage to its property resulting from this use.")*

**National Forest Service Special Use Permit**
**Mt. Washington Cog Railway Co.**
**For Franklin Brook**
**Replacing Permit of 7/1/16**
**November 5, 1952**

Permission is hereby granted to *Mt. Washington Railway Company c/o Arthur S. Teague, President, Fabyan, New Hampshire* hereinafter called the permittee, to use, subject to the conditions set out below, the following-described lands or improvements: *a strip of land 0.25 chain wide and approximately 30 chains long in argents Purchase extending from Franklin Brook to the Bae Station, as designated on the attached map (next page) which is hereby made a part of this permit.*

This permit covers *0.75* acres for the purpose of: *maintaining a dam 3 feet high in Franklin Brook and two 5-inch pipe lines for the purpose of conducting water from Franklin Brook to the Base Station. This permit replaces and supersedes the permit issued under date of 7.1.16.*

The exercise of any of the privileges granted in this permit constitutes acceptance of all the conditions of the permit.

1. In consideration for this use, the permittee shall deposit with the Regional Fiscal Agent, Forest Serv-

Form 878 a

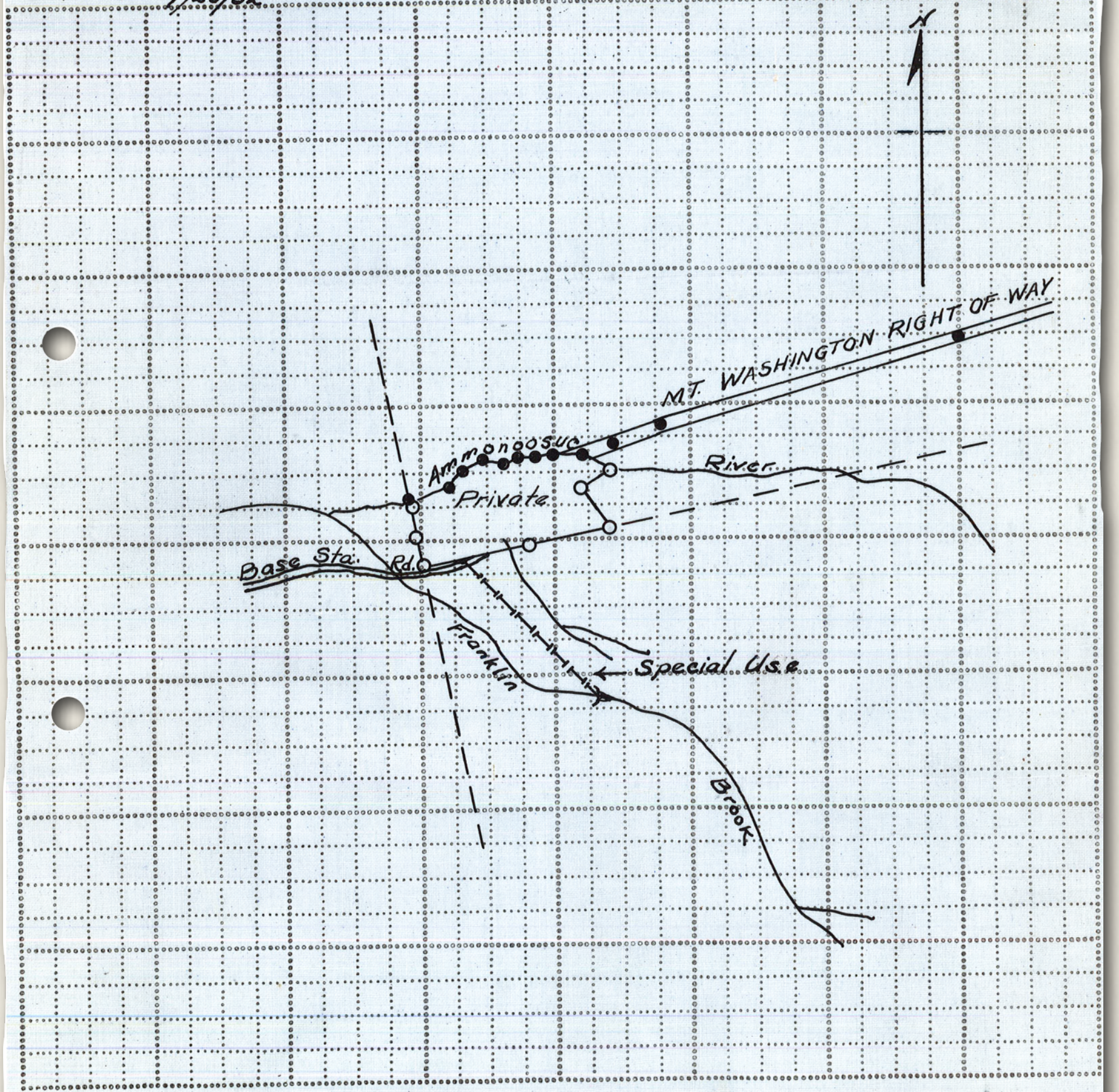
UNITED STATES DEPARTMENT OF AGRICULTURE—FOREST SERVICE

U-USES - White Mtn.

R/W, Pipeline + Reservoir and district. Mag. declin. _____ Area _____ acres

Mt. Washington Railway Co. T. _____ R. _____ Mer. Scale 4 inches = 1 mile

(Case designation) 9/20/52 (Subdivision and section)




Field work by G.L.F. Date 10/6/52 Platted by G.L.F.

Remarks _____

Approved _____, 19____

U. S. GOVERNMENT PRINTING OFFICE: 1930 8—3466

*Approving Officer.*

ice, *Bankers Securities Bldg., Philadelphia 7, Pa.*, a check, draft, or money order made payable to the Treasurer of the United States in the sum of *Twenty-five and no/100 dollars* (*$ 25.00*) for the period from *January 1*, 19*53* to *December 31*, 19*53*, and thereafter annually on *January 1*, *Twenty-five and no/100 dollars* (*$ 25.00*). The charges for this use may be readjusted from time to time to place this permit on a basis consistent with the charge to other permittees for like privileges.

2. Construction or occupancy and use under this permit shall begin within *Jan. 1* months, and construction, if any, shall be completed within *none* months, from the date of the permit. This use shall be actually exercised at least *365* days each year, unless otherwise authorized in writing.

3. Development plans; lay-out plans; construction, reconstruction, or alteration of improvements; or revision of lay-out or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Merchantable timber cut must be paid for by the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

5. This permit is subject to all valid claims.

6. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

7. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

8. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

11. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee, and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the forest supervisor, issuance of a permit is desirable and in the public interest.

13. In case of change of address, the permittee shall immediately notify the forest supervisor.

14. The temporary use and occupancy of the premises and improvements herein described may not be sublet by the permittee to third parties without the prior written approval of the forest supervisor and the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

16. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses will control.

17. This permit is subject to the conditions set forth above and to conditions attached hereto and made a part of this permit.

We have read the foregoing permit and agree to accept and abide by its terms and conditions.

MOUNT WASHINGTON RAILWAY CO.

11/5/52
(Date)

By: /s/ Arthur S. Teague
Arthur S. Teague, President




*The Leavitt Family and Peppersass. (~1953)*
*- Leavitt Family collection / eBay*



***Hon. Aloysius J. Connor***
*Private practice, Manchester, New Hampshire, 1919-1937*
*Treasurer, Hillsboro County, New Hampshire, 1923-1924*
*City solicitor, Manchester, New Hampshire, 1935-1936*
*Justice, Superior Court of New Hampshire, 1937-1945*
*U. S. District Court, District of New Hampshire 1944-1967*
*- OpenJurist.org*

## ⋖1953⋗

**General Teleradio, Inc. (Yankee Network Division)**
**Mount Washington Summit House, Inc., et al.**
**United States District Court D. New Hampshire.**
**October 5, 1953**

Action for declaratory judgment as to whether lease contained negative covenant restricting uses of demised premises. The District Court, Connor, J., held that where paragraph two of lease provided that lessee would use leased premises for aural and visual broadcasting and receiving and similar uses, including scientific experiments and development in similar fields and that lessee would not use premises to compete with business of hotel on premises and paragraph seven of lease provided lessor would not permit any remaining land to be used as a radio broad- casting station or for any other use permitted by lease, parties intended to restrict activity of lessee to aural and visual broadcasting and receiving and other similar uses, including scientific experiments and development in similar fields.

Judgment in accordance with opinion.

1. Landlord and Tenant ~134(2)

In determining whether disputed paragraph in lease constitutes a negative covenant restricting uses of demised premises or is merely a nonexclusive statement of permissive uses, the entire lease is to be carefully scrutinized in order that the true intention of the parties thereto may be ascertained and their purposes accomplished.

2. Landlord and Tenant ~44(1)

Although restrictions in leases are not to be favored, where they are express, or clearly to be implied from the language used, they must be recognized.

3. Landlord and Tenant ~134(3)

Where paragraph 2 of lease provided that lessee would use leased premises for aural and visual broadcasting and. receiving and similar uses, including scientific experiments and development in similar fields, and that lessee would. not use premises to compete with hotel on premises, and paragraph 7 provided that lessor would not permit any remaining land to be occupied or used as radio broadcasting station or for any other use permitted by lease, uses of premises were restricted to aural and visual broadcasting and receiving and: similar uses, including scientific experiments and development in similar fields. Fed.Rules Civ.Proc. rule 42(b), 28 U.S. C.A.; 28 U.S.C.A. § 2201,

John P. Poor, Boston, Mass., Sullivan & Wynot, Edward D. Wynot, Manchester,. N. H., for plaintiff.

John R. McLane and John P. Carleton, Manchester, N. H., for defendant Mt. Washington House.

Sulloway, Jones, Hollis & Godfrey, Concord, N. H., for defendant Smith, Hinchman & Grylls.

https://www.sulloway.com/ ***archive inquiry sent April 22, 2023 by trl / re-sent Apr 20, 2025****

CONNOR, District Judge.

This action, filed pursuant to Title 28. U.S.C. § 2201, came on to be heard on plaintiff's motion for separate trial under Rule 42(b) of the Federal Rules of Civil Procedure, 28 U.S.C.A., on the issue of whether the first sentence of paragraph 2 of a certain lease, hereinafter set forth, constitutes a negative covenant restricting the uses of the demised premises to those specified in said sentence, as contended by the defendant lessor, Mount Washington Summit House, Inc., or is merely a non-exclusive statement of permissive uses, as contended by the plaintiff lessee. Upon hearing, neither defendant opposed allowance, and the court, being of the view that the convenience of all would be served, ordered separate trial.

The facts, insofar as relevant to this issue, are as follows:

On June 7, 1944, the plaintiff and the defendant lessor entered into a written lease of certain premises of the lessor on the summit of Mt. Washington. This lease provided for an original term of six years and four suc-

cessive extensions, at the option of the plaintiff lessee, of fifteen years each, a total maximum term of sixty-six years.

The lease in question provides in part as follows:

"And the Lessee hereby covenants and agrees to and with the Lessor that, during the term of this lease and for such further time as the Lessee shall hold or occupy the said premises or any part thereof:

******

"2. The Lessee will use the leased premises for aural and visual broadcasting and receiving and similar uses, including scientific experiments and development in similar fields. No admission fee shall be charged for entrance to the leased premises. The Lessee will not use the leased premises so as to compete in any manner with the business of the present hotel on the Summit of Mount Washington, including its dining room, shelter, gift shop, post office and garage."

Paragraph 7 is as follows :

"7. The Lessor covenants and agrees that during the term of this lease and any extension hereof, it will not permit any of the Lessor's remaining land on Mount Washington, or other land thereon which may be acquired by the Lessor, to be occupied or used as a radio broadcasting station or for any other use permitted to the Lessee by the terms of this lease."

The lease contained no restrictions upon assignment or subletting, and the plaintiff entered into a sublease, later amended in its entirety on July 1, 1949, with the defendant Smith, Hinchman & Grylls, Inc. for use of the premises for experiments to be carried on by it for the United States Air Force.

It is the claim of the lessor that this project is a violation by the lessee through its sublessee of the provisions and conditions of paragraph 2 of the original lease relating to the use to be made of the premises, and that such violation constitutes a forfeiture of the leasehold.

The plaintiff denies that such use is prohibited thereunder, and contends that the disputed paragraph is but an affirmative statement of permissive uses.

The plaintiff and the defendant Smith, Hinchman & Grylls, Inc. take identical positions upon the sole issue of law before the court, and hence have joined in a single brief.

[1] In resolving the question here posed, i. e., whether the disputed paragraph is restrictive or a mere statement of a permitted use, it is well settled that the whole instrument is to be carefully scrutinized in order that the true intention of the parties thereto may be ascertained and their purposes accomplished. Thus in determining this issue, examination is to extend to the remainder of the lease. Boston & M. Railroad v. Suncook Valley Railroad, 94 N.H. 81, 83, 46 A.2d 773. See also, Bovin v. Galitzka, 250 N.Y. 228, 165 N.E. 273; Brugman v. Noyes, 6 Wis. 1.

[2] Although restrictions are not to be favored, where they are express. or clearly to be implied from the language used, they must be recognized. See Reed v. Lewis, 74 Ind. 433, 39 Am.Rep. 88; Chamberlain v. Brown, 141 Iowa 540, 120 N.W. 334; Mutual Paper Co. v. Hoague-Sprague Corp., 297 Mass. 294, 8 N.E.2d 802; Carbon Fuel Co. v. Gregory, 131 W.Va. 494, 48 S.E.2d 338, 2 A.L.R. 2d 1143; Bovin v. Galitzka, 131 Misc. 479, 226 N.Y.S. 361.

[3] In my view the decisive factor in determining the meaning and intent of the disputed paragraph is to be found in that part of the lease wherein is set forth that "the lessee hereby covenants and agrees to and with the lessor * * *." While it is true, as urged by the lessee, that the provisions succeeding paragraph 2 seem to be out of context and continuity with those preceding, it does not allow that the preamble and the paragraph are unrelated and the meaning destroyed. Though the draftsmanship leaves much to be desired, there is no cause for rejecting that which was obviously intended and accomplished in the drafting of paragraph 2 and the preamble with which it is captioned. Conjunctively considered, a covenant results. Only two possible constructions can be had of this covenant: (1) that the lessee is required under the lease to engage in broadcasting and receiving and kindred uses, including experimentation and research in similar fields; or (2) that the lessee is restricted to use the premises only for the specified purposes. Manifestly, the first proposal cannot be accepted, for there is no

logical reason why the lessor would insist that such activity be carried on or that it would in any way benefit thereby. The other alternative remains as the sole explanation of this proviso. The purpose and intent was to limit and restrict the activity of the lessee to aural and visual broadcasting and receiving and similar uses, including scientific experiments and development in similar fields. No other rational explanation appears. The employment of the terms "similar uses" and "scientific experiments and development in similar fields," likely designed to preclude limitation of the primary objectives, is in a measure suggestive of the recognition of the restrictive use.

It is urged that the language following the first sentence of paragraph 2 undertakes to characterize the complete scope of restriction that is imposed upon the lessee. But I find there is no merit to this proposal. The language chosen is qualificative, and only undertakes to limit the term "similar uses." Understandably, the lessor, in order to protect itself from competition with its own activities, which might conceivably arise from those carried on by the plaintiff, invoked this safeguard, and such is harmonious and not meaningless when the entire paragraph is considered.

Supportive of the foregoing conclusions is the significant language of paragraph 7, wherein the lessor covenants and agrees that it will not permit any of its remaining land or other land subsequently acquired "to be used as a radio or broadcasting station or for any other use permitted to the Lessee by the terms of this lease." This is but an additional reason that it was the intention and understanding of the parties that the use of the premises was to be for the purposes defined in paragraph 2 and those alone, and was in a measure a warranty that that activity would be protected from interference insofar as it lay in the power of the lessor so to do.

I am constrained in the light of the foregoing to find and rule that the instrument was intended by the parties to the lease to create an arrangement of use which was limited to the purposes defined and that the activity of the lessee was so restricted.

## ≺1954≻

### Equipment Failure
### May 31st, 1954

On Monday, May 31, 1954, the service on Mt. Washington Cog Railroad was interrupted due to failure of the valve rod bearing on one of its locomotives. Investigation of this accident was made on Tuesday, June 1, by *(PUC Transportation Director Winslow Melvin)* at the scene of this failure.

The first operations of the season were conducted over the Memorial Day weekend primarily for skiers to go to the top of the mountain for skiing in the area of the Alpine Gardens.

The last trip down left the summit on May 31 at approximately 4:00 p.m. and consisted of locomotive No. 8, named *Tip Top*, and coach No. 7. Col. Arthur Teague, the manager of the railroad, rode this trip and was in charge. Several skiers and others were aboard the car as it proceeded down the mountain with Mr. Teague at the brake controls. When arriving at a point a few hundred feet below the half way house, the valve cam bearing on the left front of the locomotive failed and in the process a portion of this bearing came in contact with the counter weight on the piston rod bearing, bending and buckling this rod, which in turn created sufficient pressure on the forward axle to raise it out of the cog rack and derail the left front wheel.

The vibration of the forward cog wheels slipping over the rack caused an elbow in the steam throttle line to break but since the train was moving downhill under compression, no appreciable amount of live steam escaped from this break. From the time this happened until the engine was brought to a stop the distance the engine traveled was approximately 10 feet. The car was immediately brought to a stop and there were no injuries of any sort to any of the passengers or employees.

After a survey of the damage by Mr. Teague, he announced to the patrons that it would be impossible to move the train, but another would be sent up to carry the passengers down. Many of them, however, elected to walk down adjacent to the railroad trestle.

The following morning a trip was made to the scene and the tender was disconnected and brought to the base. *(Director Winslow Melvin)* accompanied the crew on the next trip when the engine was lightened by removing all the water from the boiler and brought down to the base for repairs.

The steam valves are cylindrical pistons with rings operated by means of a connecting rod with a bearing consisting of two halves which are grooved and clamped over a cam or "eccentric" near the end of the jack shaft, which is geared to the main drive shaft, carrying the wheels, gears, cogs and ratchets. This mechanism is just inside the flange wheel which carries the weight of the locomotive. On the outer side of the flange wheel at the end of the jack shaft is the crank and bearing for the piston connecting rod which is counter weighted. An examination of the bearing under the eccentric indicated that it had been heated up considerably before the failure occurred and it is presumed that this caused a binding condition severe enough to break the bolts following which it cam apart and interfered with the counter weight, created sufficient pressure to bend the connecting rod, thereby lifting the front of the locomotive out of the cog rack.

This investigation disclosed that the bearing was installed late last fall and since this engine made several trips up the mountain over the week end, undoubtedly, fit tightly enough so that the grease applied through an alemite fitting was dissipated by heating, with the final seizure of the bearing resulting in this breakdown. This breakdown caused no damage to the track structure but approximately 6 or 8 pins in the cog rack showed evidence of having been hit heavily by the cog wheel and were turned with the worn side downhill. There were not any actually displaced or broken."

- signed: *Winslow Melvin* - Jun 4, 1954

**US Forest Service Special Use Permit**
**Mount Washington Cog Railway Co. Water Supply**
**White Mountain National Forest**
**October 22, 1954**

Permission is hereby granted to *Mt. Washington Cog Railway Company* of *Fabyan*, *New Hampshire* hereinafter called the permittee, to use, subject to the conditions set out below, the following-described lands or improvements: *4 acres of land as follows:*

*A. Strip 0.25 chain wide and 1400 feet long up Ammonoosuc River, Tract #14*
*B. Strip 0.25 chain wide and 2000 feet long up Franklin Brook, Tract $14*
*C. An area of 1.25 acres on tract #402 contiguous to Exc #2 of Tract #14 at Class A corner #953.*
*D. Strip 0.25 chair wide and 1000 feet long on Tract #14.*

*All four areas are show on the attached map which is hereby made a part of this permit.*

This permit covers 1.*3* acres and *4400 feet* for the purpose of:

*A. Maintaining an existing small dam and two pipelines 5" in diameter.*
*B. Maintaining an existing small dam and two pipelines 5" in diameter.*
*C. Maintaining a pump house, and two storage buildings already existing.*
*D. Maintaining an existing pipeline 1" in diameter.*

*This permit supersedes permits issued 8/5/38 and 9/20/52 which are hereby canceled.*

The exercise of any of the privileges granted in this permit constitutes acceptance of all the conditions of the permit.

1. In consideration for this use, the permittee shall deposit with the Regional Fiscal Agent, Forest Service, *Upper Darby, Pa.*, a check, draft, or money order made payable to the Treasurer of the United States in the sum of *fifteen and no/100 dollars* (*$15.00*) for the period from *January 1*, 19*55* to *December 31*, 19*55*, and thereafter annually on *January 1*, *Fifteen and no/100 dollars* (*$15.00*). The charges for this use may be readjusted from time to time to place this permit on a basis consistent with the charge to other permittees for like privileges.

2. Construction or occupancy and use under this permit shall begin within *Jan. 1* months, and construction, if any, shall be completed within *none* months, from the date of the permit. This use shall be actually exercised at least *365* days each year, unless otherwise authorized in writing.

This permit is subject the conditions set forth above and to conditions *none* attached hereto and made a part of this permit.

Date 10/22/54
Date 10/27/54
U. S. GOVERNMENT PRINTING OFFICE 16—35077-3

[signature] Acting Forest Supervisor
(Signature of issuing officer)
Mt. Washington Coos Railway Company
by Arthur S. Frazier, Pres.
Title

## ≺1955≻

**Mt. Washington Summit House, Inc.**
**(formerly Mount Washington Club, Inc.)**
**and**
**General Teleradio, Inc.**
**(formerly Yankee Network)**

Agreement
Coös County Records
Volume 412 Page 64

Dated: January 25, 1955
Sealed
Witnessed
Acknowledged

1. Refers to existing lease between Mt. Washington Club, Inc. to Yankee Network, Inc., June 7, 1944.

2. Refers to change of name of Mt. Washington Club, Inc. to Mt. Washington Summit House, Inc. and Yankee Network, inc. to General Teleradio, Inc.

3. Refers to controversies between the above parties - refer to Civil Action #882, U. S. District Court.

4. Refers to a comprehensive settlement.

Now it is agreed: That

1. The only restrictions upon use of demised premises by the Lessee or any sublessee under said indenture shall be the express negative restrictions contained in the second and third sentence of paragraph (2), namely:

"No admission fee shall be charged for entrance to the leased premises. The lessee shall not use the leased premises so as to compete in any manner with the business of the present hotel on the summit of Mt. Washington, including the dining room, shelter, gift shop, post office, and garage."

2. The restrictions imposed on the Lessor by paragraph 7, of said indenture shall be limited to the permissive uses specifically granted to the Lessee in the first sentence of paragraph 2, namely:

"Aural and visual broadcasting and receiving and nuclear uses, including scientific experiments and developments in nuclear fields."

3. The provisions of the indenture dated June 7, 1944 are hereby modified, but in all other are to continue....

The grantor also conveys to the grantee the right to purchase the premises excepted and excluded above as (A) together with the rights of the grantor in aural and visual broadcasting from the premises described above as Tracts I and II, in accordance with the following conditions: In the event that the grantor desires to sell the premises excepted and excluded as Tract (A) end/or the rights of the grantor in aural and visual broadcasting from the premises described as Tracts I and II above, the grantor shall give written notice to the grantee setting forth the purchase price offered for such premises and/or rights by a bona fide purchaser. If the grantee desires to purchase said premises and/or rights at such offered purchase price it must, within 60 days of the date said

written notice was deposited in the U. S. Mail, registered, give written notice of its intent to purchase said premises and/or rights and make a tender of said purchase price in cash or by grantee's check to grantor, otherwise this right to purchase shall be terminated and ended. Written notice addressed to the Governor of the State of New Hampshire, State House, Concord, N. H., and deposited in the U. S. Mail, registered, postage prepaid, shall constitute compliance with all notice requirements on behalf of the grantor. Written notice addressed to Treasurer, Dartmouth College, Hanover, N.H., and deposited in the U.S. Mail, registered, postage prepaid, accompanied by the amount of the purchase price as above provide, shall constitute compliance with all notice and tender requirements on behalf of the grantee.

**Inter-Office Communication**
**Smith, Hinchman & Grylls**
**New Pipeline Leasing Agreement**
**August 2, 1955**

To: Mr. D. M. Patterson
From: T. H. Hinchman, Jr.
Subject: New Pipe Line Leasing Agreement

In accordance with our discussion July 28th, please negotiate a new Leasing Agreement for the pipe line right-of-way on the mountain, to be effective from September 7th next. If you do not believe Colonel Teague is still authorized to act for the Mt. Washington Club, Inc., or its successor, you might call Mr. John P. Carleton in Manchester; he should know who is authorized to act for the owners.

As far as we know here, the present Agreement is general satisfactory and may be copied, in general , at least for the purposes of negotiation. Although the Air Force would be appreciative of a reduction in the $500 annual rent, we will rely on your persuasiveness with respect to what may be accomplished in this direction. Otherwise, I would eliminate the phrase "(under another lease)" in the second paragraph of the Agreement, continue the renewal provision in Article 3 (e) and on general principles see if Article 4 (b) can be eliminated. The initial date, of course, should be changed to read September 7, 1955. Other desirable changes may occur to you.

A copy of the current lease is enclosed. When the new lease is acceptable, send it to us for signature.

**Inter-Office Communication**
**Smith, Hinchman & Grylls**
**New Pipeline Leasing Agreement**
**August 24, 1955**

To: Mr. T. H. Hinchman, Jr.
From: Vernon Hoskins
Subject: Renegotiation of Mt. Washington land lease for fuel line

On August 23 the writer contacted Mr. Arthur Teague at Fabyan concerning the right-of-way land lease at Mt. Washington. During the meeting it was determined that the Mt. Washington Summit House, Inc. is willing to continue the lease for two years in its original form. They are reluctant to lower the annal rent and suggested raising it if the lease conditions are written to provide greater privileges for Smith, Hinchman & Grylls, Inc.

Mr. Teague does (according to him) have authority to act and sign such a document for the Mt. Washington Summit House, Inc. It is expected that a re-typed version of the lease will be presented for Mr. Teague's signature this week and will be forwarded to your office immediately.

**Inter-Office Communication**
**Smith, Hinchman & Grylls**
**New Pipeline Leasing Agreement**
**August 26, 1955**

To: Mr. T. H. Hinchman, Jr.
From: Vernon Hoskins
Subject: Renegotiation of Mt. Washington land lease for fuel line

Re our IOC of August 24 this subject.

Enclosed is the original and one carbon copy of the referenced lease, both signed by Mr. Arthur Teague. Two additional unsigned copies are also included. The present lease expires on September 7. If it is found to be satisfactory we would appreciate a photostatic copy of page 7 after all signatures have been affixed. Also, please inform us if Mr. Teague's copy has been sent directly to him. An unsigned copy was given Mr. Teague for his information.

**Smith, Hinchman & Grylls**
**New Pipeline Leasing Agreement**
**August 31, 1955**

August 31, 1955
File No. 9139

Col. Arthur S. Teague, President
Mt. Washington Summit House, Inc.
Fabyan, New Hampshire

Dear Colonel Teague:

We are pleased to enclose Land Lease forMt. Washington fuel line signed by you as president of the Mt. Washington Summit House, Inc., and by Mr. Lee J. Hosman, Vice President, for us.

Also enclosed is our check #88547 in the amount of $500.00 in payment of the rental for the annual period beginngin September 7. 1955.

Very truly yours, *T. H. Hinchman, Jr.*

**Land Lease for Mt. Washington Fuel Line**
**Smith, Hinchman & Grylls**
**and**
**Mount Washington Summit House, Inc. #9139**
**September 7, 1955**

***LEASING AGREEMENT***

This LEASING AGREEMENT, made his 7th day of September in the year Nineteen Hundred Fifty-Five, by and between MT. WASHINGTON SUMMIT HOUSE, INC., formerly the Mt. Washington Club, Inc., a New Hampshire corporation with its principal place of business on Mount Washington in Coös County, New Hampshire, hereinafter called the Lessor, and Smith, Hinchman & Grylls, Inc., a Michigan corporation with its principal place of business in Detroit, Michigan and licensed to carry on business in the state of New Hampshire, hereinafter called the Lessee,

WITNESSETH,

THAT WHEREAS the Lessor owns a certain plot of ground on Mount Washington, New Hampshire, known as the Mt. Washington Summit House, Inc., a part of which plot and the buildings thereon are occupied by the lessee as a laboratory for Aeronautical Ice Research for the government of the United States of America,

AND WHEREAS the Lessee has need for a right-of-way across the lands of the Lessor for the laying and maintaining of a metal pipe line or lines and flexible electric cables from his tank farm near the mountain summit to certain filling stations, service tanks, and other apparatus which he has installed or proposes on the said plot heretofore leased by him on the lands the subject of this lease,

NOW THEREFOR, for the considerations hereinafter named parties hereto agree as follows:

ARTICLE 1. The Lessor agrees to, and does by these presents, lese to the Lessee a right-of-way of such reasonable width as may be necessary to meet the uncertain conditions of pipe laying on rock covered ground, the center line of which right-of-way is described as follows:

(a) Beginning at a point on the South side of the existing Power House on the Summit of Mt. Washington, N.H., said point being located as follows:

Beginning at the concrete monument located 10.0 feet Easterly of the present Observatory building on the summit of Mt. Washington, N.H.; thence South Thirty (30) degrees Thirty-four minutes East Seventy-nine (70) feet; thence South fifty-nine (59) degrees Twenty-six (26) minutes West Sixty-seven (67) feet to the point of beginning.

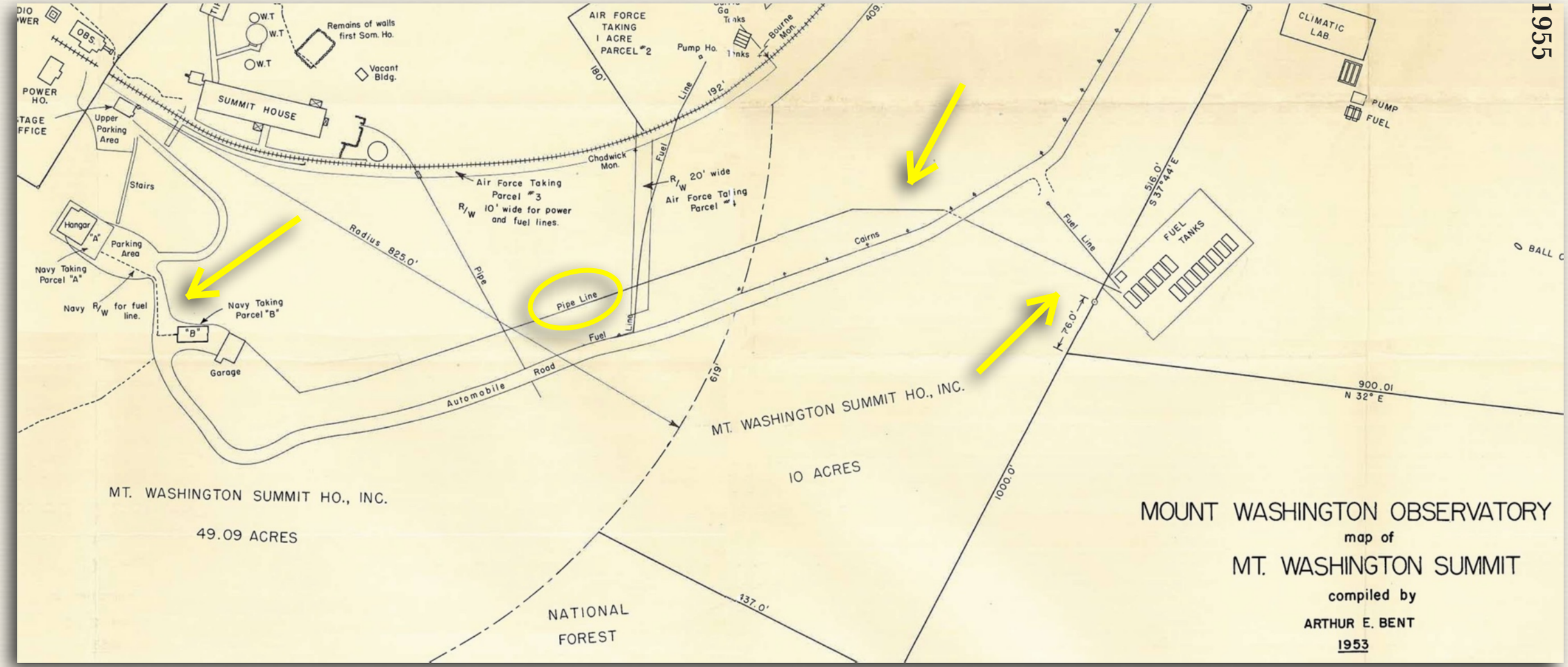
The center line of the right-of-way beginning from this point is as follows:

South Sixty-two(62 degrees Fifty-nine (59) minutes East Two Hundred Fifteen (215.0) feet; thence North sixty-two (62) degrees Seven (7) minutes East One Hundred six and Ninety-six One Hundredths (106.96) feet; thence North forty-six (46) degrees Forty-nine (49) minutes East One hundred Eighty-seven (187) feet to a point, said point being the approximate location of a gasoline service storage tank near the North corner of the existing Garage; thence North Forty-eight (48) degrees Fifteen (15) minutes Eighteen (18) seconds East One Hundred Forty and fifty-one One Hundredths (140.51) feet; thence North thirteen (13) degrees Eight(8) minutes East One Hundred Forty-five (145) feet; then North Six (6) degrees Nineteen (19) minutes East Two Hundred thirty-two (232) feet; thence North Nine (9) degrees Eight (8) minutes East Two Hundred Two (202) feet; thence North Zero (0) degrees Forty-four (44) minutes East Two Hundred Twenty-five (225) feet; Thence North Fifty-seven (57) degrees Forty (40) minutes East and across the roadway of the Mt. Washington Summit road company as distance of three Hundred Three and Six Tenths (303.6) feet to a point on the Easterly line of the parcel commonly known as Exception Number Five (5), said point being located Four Hundred forty (440 feet from the Northeast corner of said Exception Number Five (5).

(b) A right-of-way of such reasonable width as may be necessary for a pipe line or lines starting at the point of intersection of center line of pipe line right-of-way and Easterly line of Exception Number Five (50, Four Hundred forty (440) feet South, thirty-seven (37) degrees Forty-four (44) minutes East of the Northeast corner of Exception Number Five (5); then south Seventy-nine (79) degrees Ten (10) minutes Est One hundred Forty-four (144) feet to a point, said point being the location of the roadside fill box for the construction and use of which permission is granted.

(c) Permission is also granted to construct and use a Fifteen (15) foot roadway from the said roadside fill box to join with the Mt. Washington toll road, the center line of which roadway is described as follows: Starting from a point North Seventy-nine (79) degrees Ten (10) minutes East Seven and Five Tenths (7.5) feet from the above described roadside fill box location; thence counter-clockwise on the arc of the circle with a radius of Forty-one (41) approximately Fifty (50) feet to the edge of the Mt. Washington toll road.

ARTICLE 2. The parties hereto agree that the said right-of-way shall be used for the purpose of constructing, laying, maintaining, repairing and altering (by the Lessee) of a metal pipe line or lines of appropriate size for the transmission and distribution of gasoline or kindred products, and for the laying and maintaining of flexible electric cables, the said lines and cables to be laid on the ground and on or as near the above described center line as the physical condition of the round will permit, and permission is granted by the Lessor to the Lessee for the erection and maintenance of a gasoline service storage tank in the approximate location as noted in the above description of the demised right-of-way.


OBS.
POWER HO.
Upper Parking Area
Stairs
Hangar "A"
Parking Area
Navy Taking Parcel "A"
Navy R/W for fuel line.
"B"
Navy Taking Parcel "B"
Garage
Automobile Road
Remains of walls first Som. Ho.
W.T
W.T
W.T
Vacant Bldg.
SUMMIT HOUSE
Radius 825.0'
Air Force Taking Parcel #3
R/W 10' wide for power and fuel lines.
Chadwick Mon.
Fuel Line
Pipe Line
Fuel Line
Pipe
AIR FORCE TAKING 1 ACRE PARCEL #2
Pump Ho.
Ga Tanks
Bourne Mon.
Tanks
180'
192'
Line
R/W 20' wide
Air Force Taking Parcel #1
Cairns
619'
MT. WASHINGTON SUMMIT HO., INC.
49.09 ACRES
MT. WASHINGTON SUMMIT HO., INC.
10 ACRES
NATIONAL FOREST
137.0'
1000.0'
CLIMATIC LAB
PUMP
FUEL
516.0'
S 37° 44' E
FUEL TANKS
76.0'
900.01
N 32° E
MOUNT WASHINGTON OBSERVATORY
map of
MT. WASHINGTON SUMMIT
compiled by
ARTHUR E. BENT
1953

ARTICLE 3. The parties hereto further agree as follows:

(a) That the term of this lease commences on the date hereof and runs for a period of one year therefrom at an annual rental of Five Hundred Dollars ($500.00) payable to the Lessor at the office of the treasurer of the corporation by the Lessee upon the signing of this lease,

(b) That the said rental includes also all state and county taxes levied against the said right-of-way, but that the Lessee will himself pay any taxes which may be levied again the pipe line or lines, cable, and apparatus of the Lessee, which for the purpose of this Agreement are held to be personal property,

(c) That the Lessee will keep in repair the said pipe line or lines and cables and shall have the privilege of transporting his men, material, and apparatus across the lands of the Lessor for the purpose of constructing, maintaining, altering, or/and repairing the said pipe line or cables,

(d) That should the Lessor find, at any time during the continuance of this lease, that his needs require the use by him of any part of the said right-of-way to the extent there may be any interference with the Lessee's line or lines and cables, then and in such even he shall give to the Lessee six months (6) notice in writing to vacate the said part and shall provide without further charge, for the Lessee's use instead, another suitable right-of-way, reasonably convenient for the Lessee,

(e) That the Lessee shall and does have the right renew this lease for one (1) additional and consecutive period of one year at the same annual rental and under the same conditions as hereinbefore stipulated,

(f) That if the said pipe line or lines and cables or/and the right-of-way upon which they are laid shall be taken by due process of law for public use, or if the Lessee's contract with the Governor of the United States of America be cancelled or shall expire, then this lease may be terminated by the Lessee upon a one month written notice to the Lessor and the rental for the unused portion of the period shall be returned to the Lessee,

(g) That after the termination of this lease, either by expiration or by any other reason, the Lessee shall have six months thereafter in which to remove from the premises the pipe lines, cables, and other structures erected by him upon said leased lands.

ARTICLE 4. The Lessor and the Lessee further agree as follows:

(a) That should the Lessee be in default of the payment of rental owed to the Lessor at any time during the existence of this lease or any extension thereof, the Lessor may enter on the demised premises and take possession thereof, but shall not disturb, remove, nor sell any of the Lessee's pipes, cable, or apparatus until the above stated six-month period has ended.

The Lessor and the Lessee, for themselves, their successors and assigns agree to the full performance of the covenants herein contained, and

IN WITNESS THEREOF they have hereunto se their hands and seals as of the day and year first above written.

THE LESSOR
MT. WASHINGTON SUMMIT HOUSE, INC.

V. Hoskins as to

By Arthur S. Teague
President (SEAL)

THE LESSEE
SMITH, HINCHMAN & GRYLLS, INC.

T. H. Hinchman, Jr. as to

By Leo J. Hoaman
Vice Pres. (SEAL)

**Mt. Washington Summit Road Company**
**to**
**Mt. Washington Summit House, Inc.**
**September 25th, 1955**

AGREEMENT made by and between Mt. Washington Summit Road Company, a New Hampshire corporation, with its principal place of business in Gorham, County of Coös and State of New Hampshire, and Mount Washington Summit House, Inc., a corporation with place of business at Forty Stark Street, Manchester, N. H.,

WITNESSETH

WHEREAS by Agreement dated April 30, 1894, recorded in the Coös County Registry of Deeds, Vol, 68, Page 310, made by and between David Pingree, Ann Maria Wheatland, Anna P. Peabody, Mount Washington Railway Company, Mt. Washington Summit Road Company, and the Concord & Montreal Railroad, the rights of the several parties; in, to, and over the summit of Mount Washington were defined and agreed upon, and

WHEREAS under Para.1, sub-para. 2 and 3 of said Agreement, there was reserved to Mt. Washington Summit Road Company the right, inter alia, to renew, maintain and use certain buildings for stables at the summit of Mount Washington, and certain land around such as turning ground for stages and other vehicles, and

WHEREAS the parties hereto are agreed that the building heretofore used as a stable should be removed in order to improve the general appearance of the summit of Mount Washington, and to permit a fuller use of said area as a parking area for motor vehicles, or for any other purpose not inconsistent with the general terms of said Agreement of April 30, 1894 provided only that it be related to and a function of the said Mount Washington Summit Road Company, a toll road corporation, and

WHEREAS the parties hereto agree that the intention of this Agreement is that said stable be removed without sacrificing any right of the Mt. Washington Summit Road Company to utilize the said area and turning ground in connection with the operation of the toll road, and without depriving said Company of its right at some future date to erect, if one is desired, another building of similar size on the same area in connection with the operation of the said road,

NOW THEREFORE in consideration of the mutual covenant, and promises herein contained the parties agree:

1. The stables situated on the southwesterly side of the summit of Mount Washington within the area included in the fifty-rod radius described in said Agreement of April 30, 1894, may be removed by the Mt. Washington Summit Road Company at any time without prejudice to its rights to use said land and the area about said stables as presently used, for toll road purposes.

2. Mt. Washington Summit Road Company shall at all times retain the right to erect another building of similar size to the existing stable on said premises provided that it shall be limited in use to toll road purposes and is not for the purpose of competing with or depreciating the revenues of the Summit House on Mount Washington and provided further that the exterior appearance of such new building shall be subject to the approval of Mount Washington Summit House, Inc., which approval however shall not be unreasonably withheld.

3. The permission granted herein to remove said stables shall in no way modify or enlarge the rights reserved to Mt. Washington Summit Road Company in the deed above referred to,

4. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

Witness our hands and seals on this the 27th day of September, 1955.
In the presence of:

Mt. Washington Summit Road Company
*H. E. Beaulac* by *Harry D. Kilgore* – President
Mount Washington Summit House, Inc.

*Elizabeth C.Kelley* by *John P. Carlton* – Treasurer

Hillsbourough SS STATE OF NEW HAMPSHIRE Sept 27, 1955

**Smith, Hinchman & Grylls**
**Pipeline Leasing Agreement**
**September 3, 1957**

3 September 1957
File No. 9397
Gov't Contract AF33(600)-8114

Mr. Arthur S. Teague, President
Mt. Washington Summit House, Inc.
Fabyan, New Hampshire

Dear Arthur:

1. Your attention is invited to our Leasing Agreement dated 7 September 1955 relative to rights-of-way for fuel and electrical cables on your property at the summit of Mt. Washington, New Hampshire.

2. We are pleased to advise that with the construction of the new Air Force facilities at the summit of Mt. Washington, N.H. we no longer have need for the rights-of-way covered by this Leasing Agreement. All pipelines and materials associated with the pipe line have been removed from the premises and the property is returned in its original condition.

3. We have been quite happy with our arrangements under this Leasing Agreement and wish to express our appreciation for your cooperation in this matter.

4. We do not intend in the future operations of the Mt. Washington Icing Research Annex to again have need for this pipe line right-of-way and the Leasing Agreement will be allowed to expire on 6 September 1957.

Very truly yours,

SMITH, HINCHMAN & GRYLLS ASSOCIATES, INC.
Aeronautical Icing Research Laboratories

*D. M. Patterson*
Director

## ≺1960≻

**Maine Central Railroad Co.**
**Quitclaim Deed to**
**Arthur S. Teague**
**March 15, 1960**

KNOW ALL MEN BY THESE PRESENTS

THAT Maine Central Railroad Company, a railroad corporation organized under the laws of the State of Maine and having a place of business at Portland in the County of Cumberland and said State in consideration of one dollar and other valuable considerations paid by Arthur S,Teague of Fabyan in the Town of Carroll, County of Coös, State of New Hampshire, the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain sell and convey, and forever quitclaim unto the said Arthur S. Teague, his heirs and assigns forever, a certain lot or parcel of land, together with the passenger station and baggage building located thereon, situated at Fabyan in the town of Carroll,County of Coös, State of New Hampshire, bounded and described as follows:

Beginning at a point on a line extending S58° 25' W from the center or base line or location of Maine Central Railroad Company (Portland and Ogdensburg Railway), as established by the Federal Valuation Survey dated June 30,1916 at Valuation Station 4315/23.3; said point being thirty-five (35) feet from said center or base line, as measured along said line;

Thence S58° 25' W seventy-five (75) feet more or less, to the State Highway, so-called;

Thence by said State Highway N52° 17' W thirty-seven and forty-one hundredths (37.41 ) feet;

Thence on a curve to the left having a radius of thirty-nine (39) feet by land now or formerly of Wm. A. Barron et al, one hundred seventeen and four tenths (117.4) feet;

Thence N 44° 49' W by said last mentioned land three hundred forty (340)feet;

Thence on a curve to the left having a radius of sixty-two (62) feet, still by said last mentioned land two hundred two and eight tenths (202.8) feet to the said State Highway;

Thence by said Highway on Two courses as follows, N52° 17' W, forty-six (46) feet and N59° 28' W fifty-eight and two hundredths (58.02)feet;

Thence by other land of said Barron on three (3) courses as follows: N59° 26' E one hundred fifty-two and seventy-five hundredth (l52.75) feet; N 39° 18' W two hundred nine and forty-six hundredths (209.46) feet and N53° 61' W about two hundred thirty-five (235)feet to land now or formerly or Boston and Maine Railroad;

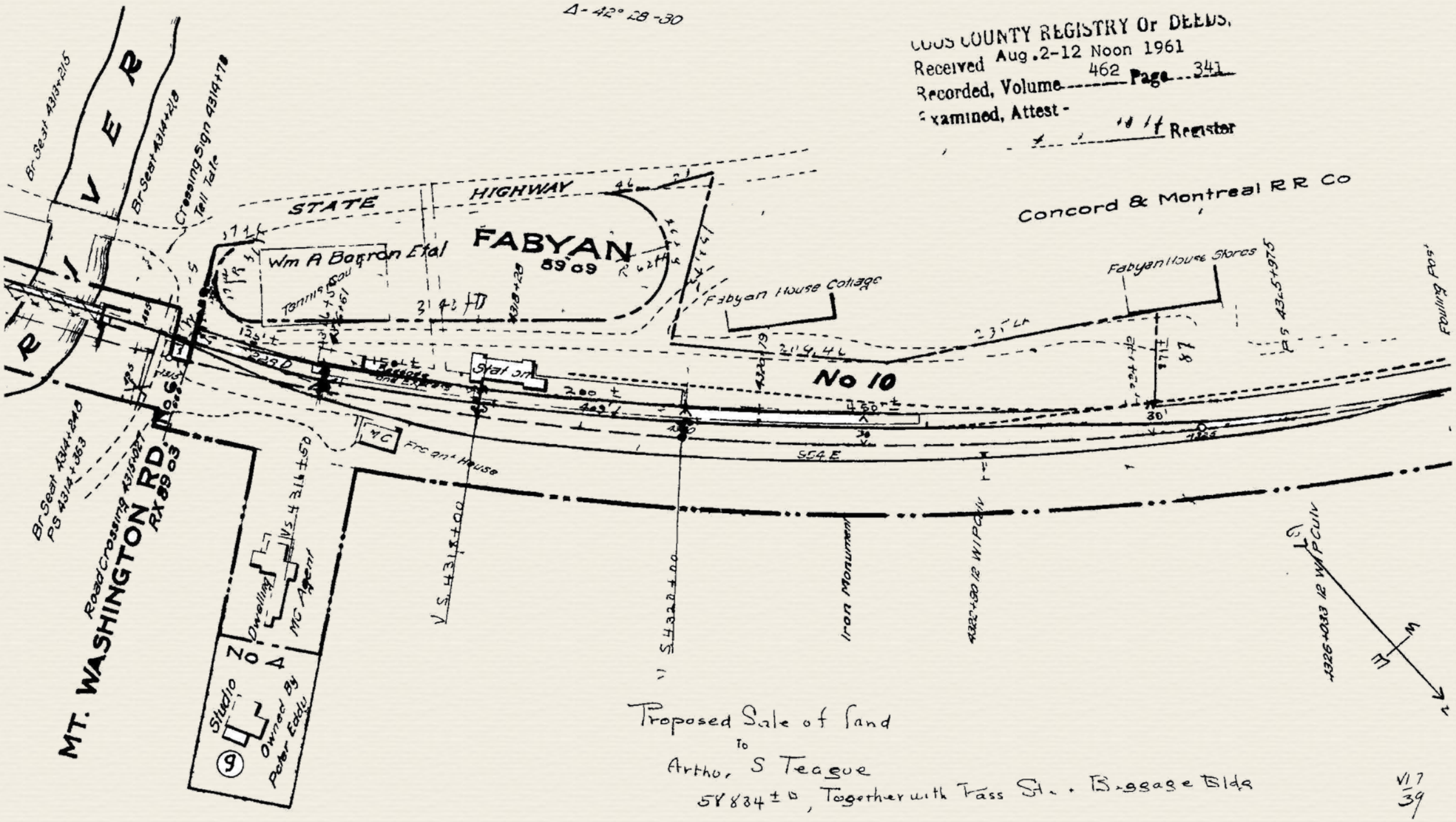
Thence N41° 30' 30" eighty-seven (87) feet, more or less, to a point thirty(30)feet southwesterly of, measured normal to, the aforesaid center or base line or location or Maine Central Railroad Company;

Thence southeasterly on a line concentric with and thirty(30) feet southwesterly of the aforesaid center or base line of location of Maine Central Railroad Company four hundred fifty (450) feet more or less, to a point normally opposite said center or base line at Valuation Station 4320/00;

Thence southeasterly on a straight line two hundred (200) feet, more or less, to a point twenty-five (25) feet southwesterly of measured normal to, said center or base line of location of Maine Central Railroad Company, at Valuation Station 4318/00;

Thence southeasterly on a straight line one hundred fifty(150) feet, more or less to a point twenty-five(25)feet southwesterly of, measured normal to, said center or base line of location of Maine Central Railroad Company, at Valuation Station 4316/50;

Thence southeasterly on a straight line one hundred twenty-five (125) feet more or less, to the point of beginning.


Δ - 42° 28 -30
COOS COUNTY REGISTRY Or DEEDS,
Received Aug.2-12 Noon 1961
Recorded, Volume 462 Page 341
Examined, Attest -
Register
Concord & Montreal R R Co
STATE HIGHWAY
FABYAN
89 09
Wm A Barron Etal
Tennis Cou
Fabyan House Cottage
Fabyan House Stores
No 10
Station
Freight House
MC
Dwelling
MC Agent
Studio
Owned By
Peter Eddy
MT. WASHINGTON RD.
RX 89 03
Road Crossing 4315+027
Br Seat 4314+248
PS 4314+363
Br Seat 4313+215
Br Seat 4314+218
Crossing Sign 4314+78
Tell Tale
Iron Monument
Rolling Post
Proposed Sale of land
To
Arthur S Teague
58834 ± □, Together with Pass St. + Baggage Bldg
VI 7
39

The above described lot or parcel of land is a portion of the first parcel of land conveyed in the deed of Boston and Maine Railroad to Maine Central Railroad Company dated July 31,1959, recorded in Coös County Registry of Deeds in Volume 446, Page 176, and shown on plan recorded in said Registry of Deeds in Plan Book, Page 2A. *(next page)*

The grantee, by the acceptance of this deed, hereby covenants and agrees for himself, his heirs and assigns, to build and maintain at his sole expense along that portion of the above described premises owned, occupied or used by the grantor herein any fence which said grantee, his heirs or assigns, may desire or require at any time hereafter, or which any law or government authority may require to be constructed by the grantor or the grantee, their heirs, successors or assigns. This covenant is to run with the land herein above conveyed and to be binding upon the grantee, his heirs and assigns, forever,

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging to him the said Arthur S. Teague, his heirs and assigns forever.

IN WITNESS WHEREOF the said Maine Central Railroad Company has caused these presents to be signed and its corporate seal to be hereto affixed by E. S. Miller, its President, thereto duly authorized this 15th day of March, in the year of our Lord one thousand nine hundred and sixty,

Signed,Sealed and Delivered in presence of
R. M. Knowles MAINE CENTRAL RAILROAD COMPANY(Co. Seal)
By E. S. Miller
President,

State of Maine,County of Cumberland,SS. March 15,1960,

Personally appeared the above named E, S, Miller and acknowledged the above instrument to be the free act and deed of Maine Central Railroad Company and of himself as said President.

Before me,
Ruth Mangum
Notary Public (N.P. Seal)

Received Aug. 2, 12 Noon 1961
Examined, ATTEST
Register.

## ≺1961≻

### Mt. Washington Cog Railway Inspection
### July 27, 1961

On Thursday, July 27, 1961, (PUC Transportation Director Winslow Melvin) accompanied by Secretary Doon, made an inspection of the Cog Railroad at Mt. Washington. The ascent was made from the Base Station, leaving at approximately 9:15 A.M. on car No. 2 with locomotive *Waumbek* No. 9 providing the power. Colonel Arthur Teague accompanied us on the inspection trip.

An examination of the track structure indicates that a continual program of maintenance is being carried out. Considerable new treated lumber has been installed this year with places indicating that this work will have to be continued from time to time. The track structure and rails are maintained in good condition. The stays and braces hold the vibration to a minimum, indicating that the structure is in good, safe condition.

Mr. Teague advised that the cog rack is continually being changed, whenever replacements are required, to have an unobstructed opening under the cog rack, eliminating the possibility of ice and snow, or other obstructions, filling in the space through which the cog wheels must travel.

The return trip was made in car No. 7 with engine *Tip Top* No. 8. Since the day was clear, with good visibility, all trains were in operation. Photograph No. 1, attached, shows four of these at the Skyline Switch, with the two in the foreground on the siding and the two in the background moving up the main line.

A wholly new aluminum car has been built by the railroad and is shown in view No. 2 attached. There are no vestibules to this car. There are two doors, both on the right-hand side as it goes up the mountain. The windows in the car are built in and do not open, except for each end. They provide excellent visibility but lack in ventilation capacity. The hand brakes are operated from inside the car so that inclement weather is not a factor in their operation. These cars are 38 ft. 6 ins. long, 8 feet wide, and carry 56 passengers, and weigh 1800 pounds less than the old, wooden cars. The older cars provide seats for 48 passengers.

Mr. Teague explained changes being made in engine brake drums, which were formerly 4 inches wide and 14 inches in diameter. They are now in the process of being changed to 6 inches in width, with the same diameter, to provide additional braking surface. The new aluminum cars have 8-inch x 18-inch brake shoes, the drums being bolted to the cog wheels, rather than being separately keyed to the shaft; thus, the shafts are not weakened by key-ways, which would be required for independent or separate mounting.

Changes are also being made in the locomotives by increasing the diameter of the cylinders from eight to nine inches. This provides not only for additional power going up hill, but also a correspondingly increased holding action on the descent.

The handling of switches on this railroad is complicated by the cog rack in the middle and the necessary clearance for brake drums. There are seven different operations required in the changing of the switch, involving both rails and cog racks. Photographs were obtained: No. 3 shows the switch set for trains to go up the mainline, while view No. 4 shows the switch as set for the sidetrack. A fifth view was taken at the top of the mountain, showing two trains approaching; the first is the new aluminum car, and the second, one of the older cars.

A second new aluminum car is in the process of construction at the Base Shop and at present consists of only the trucks with wheels and the skeleton frame of the car.

From the facts obtained on this inspection trip, it is apparent that the usual maintenance work is being carried out, both with respect to the track and trestle work, and also in an attempt to keep all of the machinery, including the locomotives and cars, in good serviceable condition. Crank shafts are replaced in predetermined pattern, to eliminate failures while in service.

- signed: *Winslow E. Melvin - Aug 23, 1961*

## ⋖1962⋗

**Arthur S. Teague Letter to**
**Winslow Melvin - NH PUC**
**December 30, 1962**

Dear Winslow,

I thought I would be able to get to see you before the Legislature got into session, however I am planning to stop and see you sometime next month.

The Railway will operate the same as it always has in recent years. Will expect to have about the same crew with the Company and I would like to keep the rate at the same figure of $4.95 for adults. During July and August I wish to add an early passenger train at 7:30 A.M. plus the regular hourly trains from 9 A.M. to 6 P.M. inclusive.

The early and late schedule will be at 11100 A.M. and 2:15 P.M. for the Spring and Fall. The 11:00 o'clock train gives me a chance to get in daily a half days work on the track by starting early in the morning.

My association with Dartmouth College has always been a joy and satisfaction to me. The only difference is that I will own the Railway Stock and we will continue to operate under the original charter of 1858. The new ownership will allow me to make longer range plans for the continued operation of the Cog Railway.

My policy in the many years past will not change. We will always operate for the good of New Hampshire and I personally want to keep my old invitation still standing that we will continue to entertain any State personal or dignitarys[sp] visiting the State.

Ellen and I send our personal good wishes for a Happy New Year to you and Mrs. Melvin.

Sincerely yours, Arthur S. Teague

## ⋖1964⋗

**DARTMOUTH COLLEGE PROPOSAL**
**TO THE STATE OF NEW HAMPSHIRE**
**March 23, 1964**

Dartmouth College makes the following proposal to the State of New Hampshire concerning the properties owned by Dartmouth College at the summit of Mount Washington, in Sargent's Purchase.

A. Dartmouth College will convey to the State of New Hampshire, in accordance with the terms hereinafter set forth, the real estate now owned by Dartmouth College at the summit of Mount Washington, more particularly described as Tracts II and III in deed of Mount Washington Summit House, Inc. to Dartmouth College dated November 16, 1962 and recorded in the Coös County Registry of Deeds in Volume 474 at. Page 2, subject to the provisions of subparagraphs 1 and 2 of this Paragraph A, and which real estate includes the Mount Washington Observatory Building and the land on which it stands. Dartmouth will also convey to the State of New Hampshire a right of way to the Mount Washington Observatory Building and the rights of way, to be used in common with others, reserved in deed from Trustees of Dartmouth College to Marshfield, Inc. dated November 20, 1962 and recorded in said Registry in Volume 474 at Page 5.

1. The above described property is to be conveyed subject to the following exceptions and exclusions:

(a) The land, buildings and appurtenances leased by Mount Washington Club, Inc. to the Yankee Network, Incorporated by lease dated June 7, 1944, and recorded in the Coös County Registry of Deeds in Volume 328 at Page 330. Dartmouth College reserves to itself, and its successors and assigns, all necessary rights of way to the land, buildings and appurtenances originally leased to the Yankee Network, Incorporated.

(b) The land and structures bounded and described as follows: Beginning at an iron pin driven in the ground, which pin is located twenty-five (25) feet northeast of the center cog of the Mount Washington Railway as now located and constructed, and twenty-five (25) feet east of the northeast corner of the Summit House Building; thence northerly on a line which is parallel to the north side of the Summit House a distance of eighty

(80) feet to a point; thence easterly on a line parallel to the line of the center cog of said Railway a distance of two hundred (200) feet; thence southerly on a line parallel to the first mentioned bound a distance of eighty (80) feet; thence westerly on a line parallel to, and twenty-five (25) feet from the line of the center cog of said Railway, to the point of beginning. Which exclusion is in accordance with a lease dated the 20th day of November, 1962 between Dartmouth College and Marshfield, Inc., and recorded in said Registry in Volume 474 at Page 8.

2. The above described property is to be conveyed subject to the following conditions, restrictions, leases, reservations and exceptions:

(a) The right of way of Mount Washington Railway Company across a portion of said premises, as more particularly described in deed from Trustees of Dartmouth College to Marshfield, Inc. dated November 20, 1962 and recorded in Coös County Registry of Deeds in Volume 474 at Page 7.

(b) The conditions, restrictions, rights of way, reservations and exceptions contained in the above mentioned lease to the Yankee Network, Incorporated, as modified by Agreement between Mount Washington Summit House, Inc. and General Teleradio, Inc. dated January 25, 1955 and recorded in said Registry in Volume 412, at Page 64.

(c) The lease between Mount Washington Summit House, Inc. and Mount Washington Observatory dated March 14, 1958 and recorded in said Registry, Volume 416, at. Page 219.

(d) An agreement between Dartmouth College and Aeronautical Radio, Inc. to lease, until October 1, 1964, certain space for the maintenance of three antennas on the summit of Mount Washington.

(e) The easements and rights of way to he conveyed by Dartmouth College to Marshfield, Inc. in connection with the premises excluded above in 1. (b), a right of way to said premises over and across the premises Dartmouth College will convey to the State of New Hampshire, by vehicle and on foot, together with rights to construct wires for the transmission of electricity and pipelines for water and fuel oil, and the right to maintain, replace, and repair such transmission lines and pipelines.

(f) The rights of the Mount Washington Summit Road Company in and to the building on said premises known as "The Stage Office", and other rights of the Mount Washington Summit Road Company in deeds recorded in said Registry in Volume 68 at Page 310, Volume 153 at Page 150, and Volume 132 at Page 347, and in Agreement dated September 27, 1955, between Mount Washington Summit House, Inc. and Mount Washington Summit Road Company.

(g) That the above described property to be conveyed shall not be used for aural or visual broadcasting.

B. Title to said properties is to be delivered free and clear of all encumbrances upon delivery of deed, except as set forth in this proposal and except that such conveyance shall be subject to all easements, conditions, restrictions, reservations, exceptions and rights previously granted to the Mount Washington Railway Company, Mount Washington Road Company and Marshfield, Inc., and subject to all easements, whether by grant, reservation or prescription, for passing over and across said tracts on foot or by vehicle, for roads, cog railway, utilities, tanks and pipelines, and the right to enter to maintain such utilities, tanks and pipelines, roads and cog railway.

C. Dartmouth College also conveys to the State of New Hampshire the right to purchase the premises excepted and excluded above in Paragraph A. 1. (a) together with the rights of Dartmouth College in aural and visual broadcasting from the premises described in Tracts II and III in deed of Mount Washington Summit House, Inc. to Dartmouth College dated November 16, 1962 and recorded in the Coös County Registry of Deeds in Volume 474 at Page 2 in accordance with the following conditions:

In the event that Dartmouth College desires to sell the premises excepted and excluded in Paragraph A. 1. (a) and/or the rights of Dartmouth College in aural and visual broadcasting from the premises described as Tracts II and Ill in the above mentioned deed, Dartmouth College shall give written notice to the State of New Hampshire setting forth the purchase price offered for such premises and/or rights by a bona fide purchaser. If

the State of New Hampshire desires to purchase said premises and/or rights at such offered purchase price it must, within sixty (60) days of the date said written notice was deposited in the United States mail registered, give written notice of its Intent to purchase said premises and/or rights and make a tender of said purchase price in cash or by check of the State of New Hampshire to Dartmouth College, otherwise this right to purchase shall be terminated and ended. Written notice addressed to the Governor of the State of New Hampshire, State House, Concord, New Hampshire and deposited in the United States mail registered postage prepaid, shall constitute compliance with all notice requirements on behalf of Dartmouth College. Written notice addressed to the Treasurer, Dartmouth College, Hanover, New Hampshire and deposited in the United States mail registered postage prepaid, accompanied by the amount of the purchase price as above provided, shall constitute compliance with all notice and tender requirements on behalf of the State of New Hampshire.

D. The price at which these properties are offered to the State of New Hampshire, on the basis outlined above, is $150,000.00, payable in cash to Dartmouth College, on or before delivery of a deed to the State of New Hampshire.

E. It is an express condition of this offer, and a condition of the sale of these properties, if such offer is accepted, that the State of New Hampshire will make the summit of Mount Washington available to the faculty and the students of Dartmouth College and other educational institutions for the purpose of study and research without charge, and will allow full access to the summit of Mount Washington to passengers of the Mount Washington Road Company and the Mount Washington Railway Company, and to hikers, campers, and other members of the general public, subject only to such restrictions as may be reasonably necessary to safeguard the property of the State of New Hampshire.

F. In making the above offer to the State of New Hampshire, Dartmouth College reserves the right to withdraw such offer, in whole or in part, and/or to modify the same at any time.

TRUSTEES OF DARTMOUTH COLLEGE

**MOUNT WASHINGTON STATE LAND RECORD**

GRANTOR The Trustees of Dartmouth College DATE OF DEED April 21, 1964
DATE OF RECORD June 4, 1964
GRANTEE State of New Hampshire CHARACTER Warranty
BOOK 481 PAGE 209
CONSIDERATION $150,000.00 (see other state land record) COUNTY Coös
TREAS,, BOOK 11 PAGE 86
DESCRIPTION

**Tract I**

A certain tract or parcel of land, with the buildings thereon, located in Sargent's Purchase, in the County of Coös, State of New Hampshire, bounded and described as follows:

All that portion of the summit of Mount Washington which is included within the circle described by a radius fifty (50) rods in length, the center of which is an iron pin set in the ledge, three and nine tenths (3.9) feet northeast from the northeasterly corner of the Stage Office, so-called.

Being Exception #4 in a Petition for Condemnation filed in U. S. A. v. Conway Lumber Co., et als, dated October 18, 1915 and recorded in the Coös County Registry of Deeds in Volume 176 at Page 99. For further title reference see deed of Sylvester Marsh to Mount Washington Railway Company, dated May 10, 1866 and recorded in said Registry, Burnt Records, Book 8, Page 117; and deed of David Pingree, et als, to Mount Washington Railway Company, dated April 30, 1894, recorded in said Registry, Volume 68 at Page 310; and Tract II in deed of Mount Washington Summit House, Inc. to the Trustees of Dartmouth College, dated November 16, 1962 and recorded in said Registry, Volume 474 at Page 2.

**Tract II**

A certain tract or parcel of land, with the buildings thereon, situated in said Sargent's Purchase, bounded and described as follows:

Commencing at a point on the easterly side line of the right of way of the Mount Washington Railway Company, said point being located at right angles from a point in the center line of location of said Railway, three hundred forty-seven (347) feet northwesterly, measuring along said center line, from a point in said center line opposite the Lizzie Bourne Monument; thence North 68° East, four hundred thirty-seven (437) feet; thence South 22° East, one thousand (1000) feet; thence South 68° West, four hundred thirty-seven (437) feet to a point fifty (50) rods easterly from an iron pin on the summit of Mount Washington at the center of Tract thence northwesterly by said circular tract about six hundred nineteen (619) feet to the easterly side of the location of said railway; thence northwesterly by said side line about four hundred nine (409) feet to the point of beginning.

Being Exception #5 to said Petition for Condemnation. For further title reference see deed of Conway Company to Mount Washington Railway Company, dated March 15, 1910 and recorded in said Registry, Volume 153 at Page 150; and Tract III in deed of Mount Washington Summit House, Inc. to Trustees of Dartmouth College, dated November 16, 1962 and recorded in said Registry, Volume 474 at Page 2.

Also hereby conveyed is the Mount Washington Observatory Building and the land on which said building stands, together with a right of way to said Mount Washington Observatory Building

Also conveying to the grantee a right of way for travel by motor vehicle or on foot, in common with the grantor and others, over and across the premises conveyed by the grantor to Marshfield, Inc., by deed dated November 20, 1962 and recorded in said Registry , Vol. 474 at Page 5..

Excepting and excluding from Tracts I and II the following described tracts, with the buildings and improvements thereon:

(A) Beginning at a point halfway between the Tip Top House and the so-called Yankee Network Building, measured at the shortest distance between said buildings; thence running westerly by a line parallel with the northerly side of the Yankee Network Building to a point two hundred (200) feet beyond the point where said line intersects the extension northerly of the line of the westerly side wall of said Yankee Network Building; thence turning a right angle and running southerly to the boundary of Tract I, a distance of approximately seven hundred (700) feet; beginning again at the original point of beginning and running easterly to a point ten (10) feet north of the Mount Washington Observatory steps; thence still easterly by a line parallel to the northerly side of the Observatory building to the border of the parking area, a distance of approximately two hundred (200) feet; thence turning at a right angle and running to the boundary of Tract I, a distance of approximately seven hundred fifty (750) feet; thence by a line curving to the right and having a radius of eight hundred twenty-five (825) feet, being the boundary of Tract I, to the southerly end of the line already referred to as being approximately seven hundred (700) feet; the premises containing approximately nine (9) acres.

Together with the land on which the tanks, pump house and pump formerly owned by the Yankee Network, Incorporated stand, and sufficient land adjacent thereto for such larger or additional tanks as the successor to the Yankee Network, Incorporated may require for the conduct of its business.

Excluding from the premises described above as (A) the Mount Washington Observatory Building and the land on which said building stands.

Meaning and intending to except and exclude the premises leased, together with the rights granted, to the Yankee Network, Incorporated, by Mount Washington Club, dated June 7, 1944 and recorded in said Registry, Volume 328 at Page 330.

Reserving to the Grantor, its successors and assigns, a right of way over and across Tracts I and II by vehicle and on foot to the premises reserved.

(B) Beginning at an iron pin driven in the ground, which pin is located twenty-five (25) feet northeast of the center cog of the Mount Washington Railway as now located and constructed, and twenty-five (25) feet east of the northeast corner of the Summit House Building; thence northerly on a line which is parallel to the north side of the Summit.House a distance of eighty (80) feet to a point; thence easterly on a/ line parallel to the line

of the center cog of said Railway a distance of two hundred (200) feet; thence southerly on a line parallel to the first mentioned bound a distance of eighty (80) feet; thence westerly on a line parallel to, and twenty-five (25) feet from, the line of the center cog of said Railway, to the point of beginning.

Meaning and intending to describe the premises described in deed of even date from the Grantor to Marshfield, Inc.

Tracts I and II are conveyed subject to the following leases, conditions, reservations, easements, exceptions, restrictions and rights; and all other rights and easements, whether by grant, reservation or prescription:

(1) The Lease from Mount Washington Summit House, Inc. to Mount Washington Observatory dated March 14, 1958 and recorded in said Registry in Volume 436 at Page 219.

(2) The Agreement between Dartmouth College and Aeronautical Radio, Inc., to lease, until October, 1964, certain space for the maintenance of three antennas on the summit of Mount Washington.

(3) That the premises described above as Tracts I and II shall not be used for aural or visual broadcasting.

(4) The rights and property reserved to the Mount Washington Summit Road Co. in deeds of David Pingree, et als, to Mount Washington Railway Company, dated April 15, 1894 and recorded in said Registry in Volume 68 at Page 310, and of the Conway Company to Mount Washington Railway Company dated March 15, 1910, and recorded in said Registry, Vol. 153 at Page 150; and deed of Robert Osgood to Mount Washington Summit Road Company, dated May 14, 1906 and recorded in said Registry, Volume 132 at Page 347, and Agreement dated September 27, 1955 between Mount Washington Summit Road Company and Mount Washington Summit House, Inc., which Agreement is recorded in said Registry, Vol. 419 at Page 117.

(5) The right of way and rights to maintain and repair pipelines and water tanks of the Mount Washington Railway Company as more particularly described in deed of Trustees of Dartmouth College to Marshfield, Inc. dated November 20, 1962 and recorded in said Registry, Volume 474 at Page 7, to which deed reference is made for a more particular description.

(6) The rights of the passengers, guests, and employees of the Mount Washington Road Company and the Mount Washington Railway Company, and of the students and faculty of educational institutions, and of hikers, skiers and other members of the general public, to pass and repass, in common with others, over and across the premises described above which are not occupied by buildings or other structures for the purpose of scientific research and for the purpose of obtaining a view from and observing the summit of Mount Washington.

(7) The right of way conveyed by the grantor to Marshfield, Inc. by deed of even date over and across Tracts I and II by vehicle and on foot, and the right to construct wires for the transmission of electricity and pipelines for water and fuel oil over and across Tracts I and II, together with the right to maintain, replace and repair such pipelines and transmission lines.

8) Reserving to the grantor the rights and easements of Yankee Network, Inc. set forth in a lease from Mount Washington Club to the Yankee Network, Incorporated, dated June 7, 1944, to maintain, repair, replace and construct wires for the transmission of electricity, pipelines between the premises excepted as (A) above and the tank farm also excepted as (A) above, and pipelines between said tank farm and The Carriage Road, in each case in substantially the location of those now existing, but not limited to the number now existing, also reserving to the grantor the rights granted to General Teleradio, Inc. in Agreement dated January 25, 1955 between Mount Washington Summit House, Inc. and General Teleradio, Inc., which is recorded in the Coös County Registry of Deeds, in Vol. 412 at Page 64, to which reference is made for a more particular description.

The grantor also conveys to the grantee the right to purchase the premises excepted and excluded above as (A) together with the rights of the grantor in aural and visual broadcasting from the premises described above as Tracts I and II, in accordance with the following conditions; In the event that the grantor desires to sell the premises excepted and excluded as Tract (A) and/or the rights of the grantor in aural and visual broadcasting

from the premises described as Tracts I and II above, the grantor shall give written notice to the grantee setting forth the purchase price offered for such premises and/or rights by a bona fide purchaser. If the grantee desires to purchase said premises and/or rights at such offered purchase price it must, within 60 days of the date of said written notice was deposited in the U. S. Mail, registered give written notice of its intent to purchase said premises and/or rights and make a tender of said purchase price in case or by grantee's check to grantor, otherwise this right to purchase shall be terminated and ended. written notice addressed to the Governor of the State of New Hampshire, State House, Concord, N. H., and deposited in the U. S. Mail, registered, postage prepaid, shall constitute Compliance with all notice requirements on behalf of the grantor. Written notice addressed to Treasurer, Dartmouth College, Hanover, N.H., and deposited in the U. S. Mail, registered, postage prepaid, accompanied by the amount of the purchase price as above provided, shall constitute compliance with all written notice and tender on behalf of the grantee.

ASSIGNMENT OF LEASE:

For value received, the Trustees of Dartmouth College, a corporation duly existing under the laws of the State of New Hampshire, and having its principal place of business in Hanover, County of Grafton, State of New Hampshire, hereby sells, assigns and transfers to the State of New Hampshire all of its right, title and interest in and to a certain lease dated March 14, 1958 by and between Mount Washington Summit House, Inc. and the Mount Washington Observatory, which lease is recorded in the Coös County Registry of Deeds, in Volume 436, Page 219. Mount Washington Summit House, Inc. assigned said lease to the Trustees of Dartmouth College by written assignment dated November 16, 1962.

TRUSTEES OF DARTMOUTH COLLEGE
BY *John F. Meck*
Treasurer

April 21, 1964

## Summit House Inspection
## September 30, 1964

Mr. Russell Tobey, Director
Division of Parks
Department of Resources & Economic Development
Room 304 Annex
Concord, New Hampshire

Dear Mr. Tobey:

An inspection of the Summit House, atop Mt. Washington was conducted on September 30, 1964 at which time conditions were found so deplorable that major repairs and remodeling is necessary to assure the health of guests and employees. The following conditions were found to be in need of correction:

**Main Kitchen - Bake Shop - Neat Cutting Station**

1. Provide smooth washable wall surfaces.
2. Renew kitchen floor which must have smooth washable surfaces.
3. Benches in the dish washing area should be stainless steel and constructed as to be water tight.
4. All work table tops shall be smooth and free of open seams. Masonite covering is not acceptable.
5. All cutting boards shall be of hard wood so as to be immersible for cleaning and sanitizing.

**Dining Area - Fountain Section**

1. Fountains and back bar section should be replaced with suitable material such as hard plastic, etc.
2. Fountain fixtures and equipment should be of stainless steel for proper maintenance and sanitizing.
3. Provide proper covered waste containers for dining area, recommend swinging door type lids.

**Sleeping Accommodations**

1. Replace all soiled pillows and mattresses.

**Toilet Facilitie**s

1. Renew public toilet facilities so as to provide an adequate number, properly constructed and ventilated.

**Employee's Dorm and Guest's Dorms**

1. The erection of the hotel, known as Tip-Top should be razed. This area is in such a poor state of repair that it should be condemned for dormitory type use.

Sincerely,
*Gilman K. Crowell*, Chief
Food and Chemistry Services
N.H. Health and Welfare Department - Public Health Division

## ≺1966≻

### The Visitors to Mt. Washington, Characteristics and Opinions
### William F. Henry at the UNH Resources Development Center
### 1956 Tourist Study Updated 1966

The Governor's Mt. Washington Study Committee supported a study of the visitors to Mt. Washington which was planned and executed by the Department of Resources and Economic Development and the University of New Hampshire. Data was collected during the entire 1966 season on the visitors to Mt. Washington, their characteristics, and opinions. The following figures on the Summit House are an excerpt of this report.

***Number of Persons staying overnight at the Summit House,***
***by Weeks and Averages per Day, Mt. Washington Season 1966***

| Month | Weeks | Guests | Guests per Day |
|---|---|---|---|
| June | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | 25 | 3.6 |
| | 5 | 104 | 14.9 |
| July | 1 | 217 | 31.0 |
| | 2 | 171 | 24.4 |
| | 3 | 219 | 31.3 |
| | 4 | 275 | 39.3 |
| August | 1 | 311 | 44.4 |
| | 2 | 304 | 43.4 |
| | 3 | 312 | 44.6 |
| | 4 | 282 | 40.3 |
| | 5 | | |
| September | 1 | 195 | 27.9 |
| | 2 | 93 | 14.0 |
| | 3 | 45 | 6.9 |
| | 4 | 56 | 8.0 |
| October | 1 | 12 | 1.7 |
| | 2 | | |
| | 3 & 4 | 0 | |
| **16 weeks** – 108 Days | | 2,855 | 26.4 |

| | | | |
|---|---|---|---|
| **Highest Day** | 8/27 | 78 | |
| **Highest Week** | 8/3 | 312 | 44.6 |

***Number of Persons staying overnight at the Summit House by Months and Average per day – Mt. Washington Season: 1966***

| **Months:** | | **June** | **July** | **Aug** | **Sept.** | **Oct.** | **Total** |
|---|---|---|---|---|---|---|---|
| **Number of Days:** | 7 | 31 | 31 | 30 | 9 | | 108 |
| **Number of Guests**: | | 83 | 971 | 1,299 | 467 | 23 | 2,855 |
| **Guests Per Day:** | | 11.9 | 33.3 | 42.9 | 15.6 | 2.6 | 26.4 |

The Summit House was open for overnight guests from June 24 to October 9, a total of 108 days. During this period 2,855 guests stayed overnight, an average of 26.4 guests per day. The weekly number of guests varied a great deal during the summer weeks as shown in the Table, from a low of 171 for the second week of July to a high of 312 during the third week of August. For that high week of August, the average daily number of guests has 44.6.

Maximum overnight guest load was on August 27, with a total of 78 persons, which was almost three times the daily average for the whole season. Altogether, during the year, there were nine nights when the guest load exceeded twice the seasonal average of 26.

***Summit House Guests:***

One measure of opinions of guests about the Summit House is whether they came back for a repeat visit. Of the 90 replies received from guests who were asked to fill out a questionnaire, there were 16 who said they had stayed overnight there before. This is almost 16 per cent of the sample - this means that about 400 summer guests in 1966 stayed at the Summit House previously.

***Changes and Improvements:***

From the 91 Summit House guests who filled out and sent in a questionnaire there were 130 suggestions for improvements.

Explicit suggestions for changes or improvements were made by 78 of the guests.

The most numerous suggestion had to do with housekeeping. Criticisms were directed primarily to poor toilet and bathing facilities, noisy radiators and general overheating, and dirt. The building itself received the next most numerous suggestion for change and these by and large suggested refinishing and remodeling.

***Opinions***

The vast majority of the guests replying (97%) said they would recommend an overnight stay at the Summit House. The whole experience of spending a night at the Summit House seemed to be for many respondents unique, unforgettable, and getting close to nature's God. Part of this experience, but not all of it, was to many made up of the natural splendors, particularly the sunrise and sunset. However, even those staying overnight during foul weather with little chance to view the natural splendors, felt the experience more than worthwhile.

The Summit House services were praised 53 times on the 87 schedules, particularly the meals and the common service staff. As noted previously, housekeeping matters at the Summit House were largely criticized, but only six of the 60 such criticisms were directed towards food, rooming or staff.

It would appear that most of the criticisms of the housekeeping at the Summit House had to do with matters over which the State now has control, while the praise of housekeeping had to do with matters over which the lessee has control.

## *Numbers of Visitors to the Summit*

***Access Routes***

The three access routes to the top of Mt. Washington are the Auto Road, the Cog Railway, and hiking on the trails. Very complete data are available for people reaching the summit by car or stage on the Auto Road

and by the Cog Railway, but only a rough estimate can be made of the number of eople reaching the summit by hiking.

***Summary of Numbers of People Per Week Using Access Routes, Mt. Washington – Season: 1966***

| Month | Weeks | Auto Rd | Cog Railway | Total | Total Month |
|---|---|---|---|---|---|
| June | 1 | 2,435 | | 2,435 | |
| | 2 | 1,020 | | 1,020 | |
| | 3 | 1,396 | 263 | 1,659 | |
| | 4 | 1,546 | 775 | 2,321 | |
| | 5 | 2,560 | 2,184 | 4,744 | **June:** 12,179 |
| July | 1 | 5,083 | 4,226 | 9,309 | |
| | 2 | 4,601 | 3,976 | 8,577 | |
| | 3 | 5,214 | 4,506 | 9,720 | |
| | 4 | 5,607 | 4,063 | 9,670 | **July:** 37,276 |
| August | 1 | 6,537 | 5,141 | 11,678 | |
| | 2 | 4,548 | 3,827 | 8,375 | |
| | 3 | 6,128 | 4,662 | 10,790 | |
| | 4 | 4,554 | 3,459 | 8,013 | |
| | 5 | 5,008 | 4,090 | 9,098 | **Aug:** 47,954 |
| September | 1 | 2,937 | 2,042 | 4,979 | |
| | 2 | 2,366 | 1,212 | 3,578 | |
| | 3 | 1,650 | 861 | 2,511 | |
| | 4 | 1,480 | 649 | 2,129 | **Sept**: 13,197 |
| October | 1 | 3,686 | 1,217 | 4,903 | |
| | 2 | 3,288 | 767 | 4,055 | |
| | 3 | 582 | 49 | 631 | |
| | 4 | 541 | 0 | 541 | **Oct**: 10,130 |
| | | 72,767 | 47,969 | 120,736 | |

The total number of visitors arriving at the summit of Mt. Washington from June through October is estimated to be as follows:

***By Auto Road and Cog Railway***

| | |
|---|---|
| Auto Road | 72,767 |
| Cog Railway | 47,969 |
| ***Total:*** | 120,736 |

***By Hiking***

| | | |
|---|---|---|
| Road and Railway Users | 8,539 | *(one way fares?)* |
| Summit House Guests | 620 | *(guest register/bunkroom?)* |
| Forest Trail Users | 115,000 | |
| ***Total***: | 124,159 | |

**Total Visitors:** 244,895

The total number of visitors to Mt. Washington in 1966 was 244,895. This means an increase of some 94,000 visitors over the number recorded in the 1956 Mt. Washington report. (+63%)

**Customer Complaint**
**Letter to NH Governor – October 10, 1966**

Dear Excellency: I experienced the most harrowing ordeal of my life last night *(10/9)* on that Mt. Washington Cog Railroad. Myself and five friends spent 7 hours in the cold up on the mountain. Since I could write 10 pages of complaints let me just summarize them in the following sentences:

1. Complete lack of informing people of what was going on. As you probably know 2 trains broke down (from overloading). There seemed to be a fantastic lacking of authority or organization among the crew. For instance, they were about to leave children on a siding in the cold until I suggested we send the children down and get some of the adults out of the car which was about to attempt the descent.

2. We could not open windows on the cars. There should be safety doors.

3. We sat in one car on a siding with no heat for close to an hour.

4. The cars are not equipped with any sort of medication. I had what must have been a migraine headache and I could not even obtain an aspirin.

5. The facility at the peak completely ran out of food. There should be obviously emergency supplies on hand at that place.

6. On one of the five cars which I was in before I finally reached the bottom the car rolled down about 6 inches to a foot unhindered once. My fiancée and I and two others had by that time lost so much confidence in that railroad and its crew that were out on the back of the car ready to jump it the car became a runaway.

Evidently, they were trying to last to the end of the season with worn out equipment. So we suffered as a result. Would you please see that an investigation is made of the safety and personnel requirements of that most dangerous railroad. Thank you. Respectfully yours,
- signed: *Richard M. Haney* - Boston, MA

**Major Equipment Breakdown**
**October 9, 1966**

At approximately 5:00 p.m. on October 9, 1966, Engine No. 1 of the Mt. Washington Cog Railway while pushing an aluminum passenger car loaded with 56 passengers broke a crankshaft just past the Skyline Switch while ascending the mountain. This trip had departed from the base station at 4:05 p.m.

This breakdown stalled the train which could no longer move forward due to the broken crankshaft. The train was backed up to the Skyline siding for the convenience of the passengers who were then required to go around this stalled train there being one usable train above the siding while the other trains were at the base station. Some inconvenience to the passengers was caused by this breakdown as the time for a complete ascent and return was increased due to the presence of the stalled train.

This breakdown was investigated by (Transportation Inspector Donald L. Jackson) on October 10, 1966, due to radio announcements, one of which indicated that injures to passengers had been sustained due to the breakdown. There were absolutely no injuries to either passengers, personnel or equipment other than the broken crankshaft which was replaced that evening on the mountain following the removal of all passengers from the summit house.

The broken crankshaft was viewed by (Inspector Jackson) at the engine house on October 10. Colonel Arthur Teague, owner-manager of the Cog Railway Company, accompanied the undersigned on an inspection of the equipment supplying all detailed information relative to inspection and maintenance of same. The broken crankshaft was manufactures by Brad-Foot of Cicero, Illinois and installed in Engine No. 1 in mid-August of 1966. The shaft is 3 5/16 inches in diameter, 66 inches long, and consists of chrome alloy, the analysis of which

is contained in the structure of 43/40 chrome-molybdenum. Colonel Teague pointed out that this is the finest steel yet devised for gearing and shaft use.

Colonel Teague pointed out that crankshafts normally are operated for three years following which they are pulled out and inspected for wear and, if reinstalled, new bearings are always used. He likewise pointed out that all shafts and gears are removed from equipment on a five-year basis and sent to the Boston and Maine Corporation engine shop at Billerica for magna-flux and x-ray inspection.

The breakage of this new shaft was unexplainable according to Colonel Teague who likewise pointed to the fact that the break occurred in an area where the ascending grade is down to approximately 20% - which is far less than the average grade of the track. Colonel Teague stated that the business on October 9 was extremely heavy due to the autumn foliage observation and the exceedingly warm and clear weather.

Colonel Teague indicated that employees of the Railway overheard from passengers at the Summit House following this breakdown that some person had called the Associated Press from one of the two pay phones thereby being entitled to a $25.00 fee. According to Colonel Teague this unknown party was responsible for the distortion of facts which led to nothing more than some free publicity for the Mt. Washington Cog Railway Company which carries some 50,000 passengers annually up and down Mt. Washington.

- signed: *Donald L. Jackson* - Oct 18, 1966

**Reply to Mr. Haney**
**October 25, 1966**

Dear Mr. Haney: Your letter of October 10, 1966, addressed to Governor John W. King, explaining your experience with respect to the Mt. Washington Cog Railroad, has been forwarded to this office for reply because the operation of that railroad is placed under the jurisdiction of this Commission pursuant to the statutes of this state.

It is very unfortunate to have a breakdown on any railroad, particularly one which makes the ascent of this mountain in weather which can be very changeable. I am sure that every effort is made to maintain safety of operations and to maintain equipment in as safe a manner as is possible. It should be pointed out that there are two driving cogs on each locomotive with their individual crankshafts expressly for safety if one should break as it did on October 9.

The incident was investigated the next day by an inspector from this office who found that the broken crankshaft which caused the delay was installed in mid-August of 1966. It is supposed to be of the finest chrome allow steel yet devised for gearing and shaft use. This railroad removes these shafts periodically for examination with magna-flux and x-ray inspections to determine if there are any hidden fissures or defects. In this particular instance the cause of the failure has not as yet been ascertained.

The operations of this railroad are geared to the most, safe conditions that can be provided for this type of transportation. It has an excellent record of safety of passengers and the mechanism installed for this purpose apparently functioned properly during this incident. On its ascent up the mountain there are ratchets both on the cars and the locomotives to prevent a descent should any breakdown occur in the mechanism which moves them forward. This operated properly in this case. There is no physical connection between the locomotive and the car other than the signal cord. This is for the express purpose of preventing the uncontrolled descent of the car in case of any failure to the locomotive. The descent of the car can be controlled entirely independently of the locomotive.

We understand that arrangements had to be made to transfer passengers around the train from one which was above the breakdown to others below. After the passengers were taken care of a work train went to the scene of the breakdown and the broken shaft was replaced so that the locomotive could return to the base on its own power. To do so otherwise would have required the operation of this locomotive down the mountain side with only 50% of its cog mechanism in operation. Our investigation indicates that there were no injuries to any persons although it can well be appreciated that there could have been considerable apprehension on the part

of some and it is apparent from your letter that you feel that the crews in charge of the train left something to be desired.

In an effort to make your position clear with the management of the railroad we are sending a copy of your letter to Colonel Arthur Teague, President of the railroad, so that he will be informed of the situation as you describe it. I am sure that experience of incidents of this nature will result in better public relations whenever such matters may occur in the future.

- signed: *Winslow E. Melvin* – Transportation Director – NH Public Utilities Commission

**Forward to Col. Teague**
**October 25, 1966**

Dear Colonel Teague: We are enclosing for your information a copy of a letter written by Richard M. Haney… addressed to Governor John W. King, together with a copy of our reply to the same, concerning the delay caused by the mechanical failure to one of your locomotives which occurred on October 9, 1966.

I am sure that some of the items mentioned in his letter will be of interest to you and you may wish to give some consideration in instructing the crews to avoid criticism and lack of information given to the passengers in matters of this nature in the future.

I have attempted to point out to Mr. Haney that, from the standpoint of safety, everything worked to prevent a serious accident, any personal injury or any other unfortunate results.

It is realized that this is a matter of management and of public relations. We are pleased to pass this material on to you for such consideration as it may require.

- signed: *Winslow E. Melvin, Transportation Director* - NH Public Utilities Commission



## ≺1967≻

(*Editor's Note*: The 1967 documents found in the N.H. Transportation Department files start with the Transportation Director Winslow Melvin's Preliminary *(and later designated final)* Report on the September 17th fatal accident. That document can be found along with consultants Dyer and Dunn's accident reports in Vol. 4 *Appendix* – 1967 Skyline Switch. State documents earlier than the October 4th letter transcribed here are from the archives of David Govatski, an AMC "Hut Boy" who was a litter bearer the night of "The Accident." 1967 -1968 documents transcribed here not from DOT archives are augmented by the Govatski collection and correspondence found in railroad attorney Jack Middleton's files.)

### Mt. Washington Cog Railway Inspection
### July 30, 1967

On July 30, (Transportation Director Winslow Melvin) made an inspection of the Mt. Washington Cog Railroad from two different train units. This inspection is usually made in company with Colonel Arthur Teague, the owner and operator, but upon arrival at the Base Station it was learned that Colonel Teague had suffered a heart attack near the end of June and had to radically limit his activities.

The trip up the Mountain was made on Car No. 5, one of the old wood cars pushed by the locomotive (No. 1) *Mt. Washington*. It left the Base Station at 10:00 Am.M. and proceeded to the summit, meeting the first trip down at the Great Gulf Siding *(Ed note: Skyline Switch)*. The ascent was made in one hour and 10 minutes.

It was noted that considerable work is being done and replacing ties, stringers, supporting bents, and the longitudinal timbers which support the rails. Most of this work was being done presently above the section known as Jacob's Ladder, although evidence of replacements were apparent at various isolated points. The ties and rails and their supporting timbers were generally in good condition, and from previous experience it is indicated that the normal amount of replacements are required and are being carried out.

It was noted that some of the longitudinal bracing timbers between bents are missing. There are some which have rotted out at the lower end and some which are broken. This condition generally is noted in the area between the Halfway House and the lower end of Jacobs Ladder, and to a lesser extent above Jacobs Ladder. The timbers referred to are those which brace the toe of one bent to the top of the next down-hill bent and form the hypotenuse of the triangle which provides the rigidity to the trestle. The trestle work seemed rigid and the deficient members are spotty so that the trestle work is not considered as being impaired, but on any subsequent inspection, this item should be carefully checked to make certain that these repairs are programmed and made.

The trip down the mountain was made in an aluminum car named *Thelma* with locomotive (No. 9) *Waumbek*. This train left the summit at 12:35 P.M., arriving at the base at 1:40 P.M. A five-minute wait was encountered at Waumbek siding to meet two other trains bound for the summit.

The fact that Colonel Teague is not as active this year as usual may have some bearing on the maintenance work as he is normally very actively engaged in following this through constant checking. Three other trains were observed on the line, all of which were operating normally, and a visit to the shop indicated that work is in progress turning down new shafts for gear and cog wheels to make the normal required replacements, and to have spare parts for this work.

Colonel Teague stated that because of the dull weather conditions, and undoubtedly due to some extent to the fact that the Summit House is not open for overnight guests, he has carried approximately 2,500 fewer passengers this year than he did last.

- signed: *Winslow E. Melvin* - Jul 31, 1967

### State Regulations to be Implemented
### October 4, 1967

"Dear Mr. Middleton: Careful consideration has been given to the operation of trains on the Mt. Washington Cog Railway. The following regulations have been submitted to the Commission and I am authorized to pass them on to you for adoption by the railroad. They are:

1) Trains ascending the mountain must stop before passing over any switch, following which the brakeman shall examine the switch, and the train will proceed upon his motion only after he is satisfied that (the switch) is properly set. During the passage of the train the brakeman shall observe the movement of the train over the switch making certain that all parts are in proper condition, and to report any excessive movement or other condition indicating that maintenance attention should be provided.

2) All descending trains shall stop before passing over any switch and both engineer and fireman shall make a physical inspection, acknowledging to each other that it is properly set for passage and that passage through the same be made at a very low speed not to exceed 1½ miles per hour.

3) That the brakeman while ascending the mountain shall be stationed in the forward end of the car in a position to observe and ascertain that the cog rack, rail and structure is in normally safe condition without obstructions.

4) That descending trains while under way shall have a qualified engineer and fireman in their proper positions in the locomotive and a qualified brakeman stationed at the brake control in the car with no other duties to perform.

5) That the collection of tickets shall be made at a time when no train movement is involved unless this duty is performed by one who has no responsibility for train movements.

6) Occupancy of the locomotive shall be restricted to not more than 3 employees at any one time while in operation.

7) That Rules 1-4 inclusive shall be observed by work trains and passenger trains.

The requirements of railroad management relative to crews and other operating regulations are not intended to be affected other than to make certain that the requirements specified above shall be effective in addition to others which you may have prescribed."

- signed: *Winslow E. Melvin* – Oct 4, 1967

**Public Utilities Commission Meeting**
**I-T 12, 589**
**Base Station**
**October 5, 1967**

"A meeting of the Public Utilities Commission was held at the Base Station of the Mt. Washington Cog Railway on Thursday, October 5, 1967. Those present were Chairman William J. Walker, Commissioners Francis J. Riordan and Gerard O. Bergevin and Transportation Director Winslow Melvin.

This meeting was held for the purpose of considering reports submitted by Paul C. Dunn and T. K. Dyer and the Transportation Director relative to safety of the railroad and for a determination as to whether operations could safely be resumed. The report furnished by Mr. Dunn and the preliminary report of Mr. Dyer were gone through very carefully, together with proposed rules of the Commission staff relative to the operation of trains through switches and the position of the train crew.

Following this Mr. Dunn and Mr. Dyer were called into the meeting for further discussion concerning some of the points covered in the reports. These two engineers, together with Transportation Director Melvin were specifically asked by the Commission whether they felt there was any unsafe conditions which should be considered before allowing trains to resume operations. Each replied that from investigations made it was felt that operations could be conducted and there were no unsafe conditions known at this time.

The Commission then agreed to allow resumption of train operations. However, before operating trains up the mountain Jack B. Middleton, Attorney and an officer of the railway corporation, was instructed to make certain that each member of the crew was informed of and acquainted with these rules and be instructed to comply therewith.

Following this the members of the Executive Council present were called into the meeting. They were Philip A. Robertson, District No. 1; Royal H. Edgerly, District No. 2; Edward H. Cullen, District No. 3, and Fred Fletcher, District No. 4. Commissioner Bergevin was appointed spokesman for the Commission and read findings 1 and 2 of the Dyer report and the first two conclusions on page 6 of the Dunn report and the seven rules as set forth in a letter dated October 4, to Attorney Middleton of the Cog Railway. Commissioner Bergevin then acknowledged the cooperation of the railway and the Governor and Council and all concerned in the investigation of the safety of this railroad.

Following this the press was admitted to the session and commissioner Bergevin repeated the conclusions of the inspecting officials and the rules adopted by the Commission and announced that the railroad was free to resume normal operations. Various questions were asked and answered by the Commission in response to questions as to whether the number of passengers would be limited in any one car - the answer being in the negative.

After this meeting Commissioners Walker and Riordan, Transportation Director Melvin and Messrs. Dunn and Dyer, together with invited guests and members of the press rode to the top of the mountain on the first train, carrying passengers, to operate since the accident on September 17. This train was followed by a second train with paying passengers. The first train left the base at 11:45 A.M. and was followed approximately 10 minutes later by the second train. The descent was made by leaving the summit at approximately 1:50 P.M., arriving at the base at approximately 3:00 P.M. A third trip was made following this carrying paying passengers to the summit."

- signed: *Winslow E. Melvin* - Oct 6, 1967

**Reopening & Brake Incident**
**October 5, 1967**

"Service was restored on the Mt. Washington Cog Railway on Thursday, October 5, following a meeting of the Commission and a public announcement made at the bae of the mountain, An official party proceeded to the summit on the first train in the aluminum car (*Thelma*) without incident. the following train consisting of wooden car No. 4 proceeded up the mountain but did not arrive at the summit until sometime after the first one.

Investigation as to the delay revealed that at the Skyline Switch the braking mechanism on the down hill axle was rendered inoperative because the hook on an adjusting turnbuckle was broken. For safety reasons the remaining cable had to be removed. The official inspecting party descended the mountain in this car and it was controlled by the brake operated on the uphill axle without incident. A stop was made at the Skyline Switch at which point the broken portion of the turnbuckle hook was found and an abrasion was apparent on the down hill end of the fixed switch rail located just to the right of the center cog rack of the main track. This is the fixed rail immediately above the diagonal rail which crosses the cog rack and which, by being in the wrong postion, caused the derailment of September 17.

The switch was examined closely to determine if any condition existed resulting from the accident or from repairs or replacement to the switch. No such condition could be noted. Upon return to the base further examination was conducted to the involved car whereupon it was found that the brake lever to which the broken turnbuckle hook was attached had been altered by welding a piece of angle iron which had been drilled to receive this hook. The brake lever itself hangs in a vertical position set close to the center of the car and was so close that the brake cable showed sings of contacting the cog wheel. The angle iron was therefore welded to it and extended a short distance below the lever and to the right a sufficient distance so that the hook which extended below the angle iron did not clear the fixed rail of the switch at Skyline and therefore was snapped.

A trip was then made to the Waumbek Switch for an examination to determine wether contact was made at that switch and whether any damage resulted thereto. This examination showed that an abrasive mark was made by the hook as it passed that switch but its relative location was slightly lower and did not result in breaking. The mechanic who welded the angle iron to the brake lever stated that this had been done only recently

which was evident from an examination of the workmanship and this was the first trip which this car had made up the mountain since the work was performed.

Mr. Paul Philbrick, who is in charge of the mechanical work on the equipment was directed by the undersigned and which was later related to Mrs. Teague, President of the Cog Railway, that a clearance gauge should be provided which would indicate the exact clearance required for the switches; one for normal positions on main track movements and another for the switch set for side track movements so that positive clearance can be checked upon change in any of the appurtenances under the car or whenever such appurtenances are readjusted to make certain that proper clearances are provided at all times, the same to apply to locomotives.

It is significant to note that Rule 1 adopted by the Commission upon resumption of service was observed at the Skyline Switch and this time the broken turnbuckle was observed by the brakeman immediately after its occurrence and while passing his station the train was stopped and the cable removed to prevent future difficulty. Instructions were given to make repairs on car No. 4 before it is placed in operation."

- signed: *Winslow E. Melvin* - Oct 6, 1967

## N.H. P.S.C. No.3 - Schedule of Rates & Charges
## October 18, 1967




N.H. P.S.C. No.3
Canceling
N.H.P.S.C. No.2 SCHEDULE OF RATES AND CHARGES
of the MOUNT WASHINGTON RAILWAY

***LOCAL PASSENGER TARIFF***
***of***
***ONE WAY AND ROUND TRIP PASSENGER FARES***
***and***
***SPECIAL TRAIN CHARGES***

Applying locally between stations on the Mount Washington Railway,
Named herein

### *RULES AND REGULATIONS*

1. FARES:- The fares named herein are the first class selling fares for adults.

2. CHILDREN'S FARES: Children under six years of age, when accompanied by parent or guardian will be transported free of charge. Children six years of age and under twelve years of age will be charged $3.00 round trip and $2. 00 one way. Children twelve years of age and over will be charged the adult fare. Tickets sold to children of half fare age must be reduced to one-half (½) by punch cut or endorsement.

3. SPECIAL FARES: Persons twelve years of age and over in boy scout and girl scout groups, Y.M.C.A. groups, and other groups from non-profit organizations, when accompanied by group leaders, will pay a round trip fare of $4.00 per person. Organized groups from boys and girls camps, when accompanied by councilors or other leaders, and other organized groups of thirty or more, will pay a round trip fare of $5.95 per person.

4. STOPOVERS: No stopovers will be allowed on one-way or round trip tickets sold at fares authorized herein.

5. BAGGAGE REGULATIONS: No baggage will be checked on tickets sold under this tariff.

### *LOCAL ONE WAY AND ROUND TRIP FARES*

| ***Between*** | | ***One Way Unlimited*** | ***Round Trip Unlimited*** |
|---|---|---|---|
| Base Mt. Washington,N.H. | Summit Mt.Washington,N.H. | $4.00 | ($) $6.95 |

Filed by MOUNT WASHINGTON RAILWAY COMPANY

By: Mrs. Arthur L. Teague
President

## 1968

### Consultant Dyer Recommends One Train
### March 6, 1968

"In our report on the Mt. Washington Cog Railway, we recommended preparation by the Railway of a rule book covering among other things, train operation. In this connection, the Railway and the Commission should give consideration to permitting only one train on the main track at any one time or specific portions of the main track.

For example, the second train should not be allowed out of the base station until a prior train is in the clear at Waumbek Junction or has passed Waumbek Junction. Further, an ascending train cannot pass Waumbek Junction until a descending train is in the clear at Skyline Switch. The intent of such rules allowing only one train on segments of the main track is as follows:

1) Two trains close together on the main track tax the longitudinal stability of the trestle structure under some circumstances.

2) The possibility of mechanical failure or derailment of one train uphill and close to a second train should be avoided.

3) By not dispatching a train onto a segment of track until positive knowledge is obtained that no other train is on the track, the possibility of one train colliding with another due to poor sight distance or poor visibility can be avoided.

- signed: *T. K. Dyer* – Mar 6, 1968

### I-T 12,705 Mt. Washington Railway Co. Investigation of Safety
### NH Public Utilities Commission Order No. 9047
### March 18, 1968

"WHEREAS, this Commission, pursuant to authorization granted by the Governor and Council, on September 27, 1967, engaged the services of P. C. Dunn and Thomas K. Dyer, Inc., to make an in-depth study of the safety of the operation, equipment and structures of the Mount Washington Cog Railroad; and

WHEREAS, comprehensive reports have been submitted by the said P.C. Dun and Thomas K. Dyer, Inc., in which are set forth their conclusions and recommendations pertaining to the maintenance, operation, and safety practices of the said Mount Washington Railway Company, which are as follows:

1. The track and trestle structure is safe for operation and if maintenance, as programmed, is carried out it will continue to be safe.

2. The locomotives and cars are adequately maintained and have adequate holding and braking power to do the job required. The equipment is safe and suitable for operation.

3. Approximately 8% of the timber in the trestle structure needs replacement.

4. Longitudinal bracing fastenings should be replaced with timber connectors.

5. Overstressed members should be maintained in good condition.

6. Caps and sill showing evidence of crushing should be replaced, and the trestle should be shimmed to improve poor surface conditions.

7. A program of maintenance should be started to line a portion of the track each year.

8. A flat stringer span, eight feet, eleven inches in length, between the coaling station and the base station, should be filled in, or strengthened.

9. The Railway Company should furnish the Public Utilities Commission annually, prior to commencement of scheduled train operation, a statement from a qualified and responsible employee that the trestle and track have been inspected, and are adequate for operation.

10. The Railway should furnish the Commission annually, prior to commencement of train operation, a statement from a qualified and responsible employee that the locomotives and cars have been inspected, and are in adequate condition for operation.

11. Written instructions for the inspection and testing of locomotives and cars should be prepared by the Railway, and submitted for approval by the Public Utilities Commission.

12. A Rule book should be prepared by the Railway and submitted to the Public Utilities Commission for approval, defining responsibilities, duties, train operation, and qualification of personnel, which should also incorporate the recommended instructions issued by this Commission last October.

13. That an experienced manager, or superintendent, qualified in maintenance, operations, and employee supervision be employed by the Mount Washington Railway Company.

14. That the Commission is of the opinion that reports of mechanical failures in operation or equipment of trains should be reported promptly; and

WHEREAS, the Commission is of the opinion that public safety requires the adoption of the above recommendations, to become effective with the 1968 operating season; it is

ORDERED, that the above recommendations be, and hereby are, adopted; and it is

FURTHER ORDERED, that the Mount Washington Railway Company be, and hereby is, required:

a. To comply with the recommendations herein adopted; and, in connection therewith:

b. To formulate a comprehensive plan to be accomplished within a three-year period for timber renewal in the trestle, including longitudinal bracing for overstressed members and the realignment of track surface;

c. To prescribe rules and regulations governing the dispatching and operation of trains, which shall contain all previous recommendations of this Commission, said rules and regulations to be submitted to this Commission for approval before the 1968 operating season;

d. To provide for a thorough inspection of the trestle, track, the locomotives and cars, prior to the 1968 scheduled train operations, and submit a statement to this Commission by a qualified and responsible employee that such inspection has been made, and that they, together with their appurtenances, are in adequate condition for operation: and it is

FURTHER ORDERED, that a report of mechanical failures, accidents, personal injuries, and property damage, shall be submitted to the Commission forthwith, stating the essential facts pertaining to such mechanical failure or accident, the cause of the same, if known, and resulting delays to train operations.

The Assistant Secretary of the Commission is herby directed to issue the above order this eighteenth day of March, 1968.

- signed: *Francis J. Riordan & Gerard O. Bergevin*

By order of the Public Utilities Commission of New Hampshire this eighteenth day of March, 1968.

- signed: *Daisy Y. Jewell* - Assistant Secretary

# Documents - 1968

### I-T 12,705 Mt. Washington Railway Co. Investigation of Safety
### April 10, 1968

"On Wednesday, April 10, Jack Middleton, Attorney; Mrs. Ellen C. Teague, President of the Mt. Washington Cog Railway Company; Mr. Michael Haney and Mr. Earl Cone came to this office to discuss the Commission's Order *(Ed Note: presumably No. 12,705 based on memo's subject heading)* in which the recommendations of Engineers Dyer and Dunn were accepted and ordered into effect.

These recommendations were gone over one by one for a discussion. The point which seemed to bother Mrs. Teague most was the amount of timber which is required to be purchased each season for renewing and maintaining the track work and trestle. It was pointed out that in the Dyer report and the Commission's Order that the material already ordered last year would amount to approximately 40% of the total needed to replace or renew the work recommended by Dyer and that it was on this basis that approximately the same amount could continue for the next two years because it appears that materials ordered for one season as late as it was last year was not received in time for use that season.

It was pointed out that we now have a record of each bent and its general condition; that it will be the responsibility of the railroad personnel to take care of the places first which are in the greatest need of attention and that records should be kept identifying by number the bents for purposes of location; that the track alignment should be planned so that this will be accomplished and reduce wear and tear on cog wheels and cog racks.

The requirements for inspection of tracks and equipment before operating each year and certifying that they are safe for operation created no problem, and it was further stated that the rules and regulations for train employees and operating requirements were already underway and would be submitted to the Commission well in advance of the start of operations.

Discussion was had concerning the reports of mechanical failure and accidents. This involved some minor objections at first but when it was pointed out that this information was for the use of the Commission to determine trends and to be used to base any further actions rather than only for public information Mrs. Teague agreed that it was worthwhile.

The letter which was submitted by Mr. Dyer, dated March 6, 1968, following the submission of his report was discussed and it was stated by railroad representatives that to follow this recommendation would put the railroad out of business. The requirement that an ascending train cannot pass Waumbek Jct. until a descending train is in the clear at Skyline switch would greatly hamper operations and cause such a long time-delay that it would seriously reduce the attractiveness of the schedules. The intent of Mr. Dyer's letter is to provide that every train is in the clear so that any other train operating on either of the three segments of track would be entirely the lone occupant.

Copies of this letter have been furnished to the railroad for their further consideration and comments before any definite action is taken in this regard. This matter was not made a special recommendation or requirement in the Commission's recent order because it is an operating matter and should be considered in the adoption of rules and regulations governing the operating of trains rather than be a portion of specific order.

- signed: *Winslow E. Melvin* – Apr 11, 1968

### I-T 12,705 Inspection
### July 5, 1968

On Friday, July 5, (Transportation Director Winslow Melvin) went to the Mt. Washington Cog Railway to inspect the same. An ascending trip was made on the regular 2:00 P.M. train and returned leaving the summit at approximately 4:15 P.M. arriving at the base at 5:15 P.M.

On Monday it was reported at this office by General Manager Lionel Rodgers, that Engine No. 8 *(Tip Top)* had had a breakdown because of an injector failure, also that difficulty was experienced at the Skyline Switch by Engine No. 6 *(Great Gulf)* which "Picked the point".

On the 2:00 P.M. trip everything operated normally until arrival at the Skyline Switch whereupon the train encountered a delay because the facing point of the south rail on the right-hand side could not be brought close to the rail for passage through on the main track. On leaving the train to make a closer examination, at which time the track maintenance crew were also present, it was determined that the summer sun had expanded the metal and had worked itself downhill in this expansion so that there was not sufficient clearance at the base of the rail to be placed in proper position. The work crew took a welding torch and cut approximately ½ to ¾ inch of metal from this base whereupon the switch properly engaged for passage.

The trip was then continued to the summit and on return the switch functioned properly and two trains were met at the Skyline side track; namely Engine No. 4, the *Summit*, and Engine No. 8, the *Tip Top*.

The return trip to the base was made without incident. It was noted particularly that the brakeman carried out the instructions of this Commission at each switch. Upon the stopping of the train the brakeman took a kneeling position on the platform and watched the train pass through the switch raising his arms vertically and dropping them at intervals of one second in each direction. This was to indicate that things were normal as long as these motions were continued. Should they stop their arms at any point the engineer would immediately stop the train. On both trips General Manager Rodgers accompanied me and an explanation of the work on the track structure was given from time to time.

On returning to the base Mrs. Teague asked to converse with me alone whereupon we went to the office and she indicated that she was fearful that some of her employees would not remain with the railway because of the technicalities being required in the issuance of train orders for the movement of the trains. She stated that in the past years they were given verbal instructions, that they had never had any difficulty making meets under those circumstances and felt that the present requirements were unnecessary.

Before going up the mountain Mr. Rodgers had explained to me that a new schedule was being worked out and that the meets were shown on the new schedule which under the rules in effect would eliminate many of the train orders unless required by a change of operations or an elimination of certain schedules.

A conference was then held with Mrs. Teague, Mr. Rodgers, and Mr. Robert Kent who is a school teacher by profession and a long-time employee and has been made responsible for the qualification of the crew members. This discussion lasted until 7:45 P.M. and indicated that some of the crew members apparently do not understand the reasons for written train orders and had made it known to the management several days previously. This is one reason for the making out of new schedules referred to in the preceding paragraph. I made it plain to all present that the function of this Commission was of a regulatory measure rather than one of management. It was explained that authority of any train to operate, unless it is on a scheduled time or a timetable should be by orders, copies of which should be held by the operators of all trains effected and records should be kept of all orders issued by all responsible persons who dispatch the trains. It was pointed out that for the protection of all concerned, even though instructions might be given personally, they should still be recorded and confirmed in writing except under emergency condition when it is impossible to provide a written copy.

It was further explained that management had adopted all rules and regulations, copies of which had been gone over by the Commission very carefully and approved for use, and any change in those regulations which may become necessary will likewise have to be approved before becoming effective. It was further pointed out that management must anticipate, so far as possible, the elimination of train orders by adopting a timetable schedule and as long as it is followed no special orders would be required.

I believe that the conversation was very much worthwhile and that if Mr. Kent will rise to his responsibilities on the side of management to see that the crew members are properly given an explanation for the reasons for these (train orders) that they will soon get accustomed to them and will recognize that it is a more responsible operation than was heretofore the case.

# Documents - 1968

### Broken Bolt & Pin Investigation
### Aug 1, 1968

On Thursday, August 1, the undersigned (Winslow Melvin) went to the Mt. Washington Cog Railway to check the failures that were reported concerning a broken bolt in the brake mechanism of one of the cars and the broken pin which operated the valve mechanism on the locomotive.

On July 18, the bolt which holds one of the brake shoes on the brake beam on Car No. 1 broke at the left wheel on the uphill axle. The brake beam consists of a channel iron which reaches crosswise between both of the flange carrier wheels. Attached to each end is the brake shoe to which is fastened the fibre brake band. On several of the cars the channel iron is boxed to form a solid rectangle for added strength and rigidity. On this particular car this had not been done so that when pressure was applied to the brake beam thus applying the brakes to the uphill axle there was a slight amount of give which finally resulted in snapping the bolt. This occurred at Waumbek Switch. It involved only the brake on the uphill axle and even with the breakage the brake shoe did not drop out of place. This could have happened only when a full release of the brakes was made, but it did result in an unusual noise. The bolt involved was a ⅝ inch diameter machine bolt approximately 6 inches in length.

On July 27, the pin fastened to the rocker arm on the left rear piston rod on Engine No. 6 *(Great Gulf)* failed at a point near the Half-Way House while ascending the mountain on the last trip to leave the base for the summit. There are only two engines at present with the valve mechanism arranged as it was on Engine No. 6, the other being Engine No. 9 *(Waumbek)*. The valve which permits steam to the cylinder and cut it off at the proper time is not variable on these locomotives as it is on the usual type of steam engine, the reason being that the load is fairly constant and the speed range of the engine also more constant than is the case of most steam engine requirements. There is an eccentric on the crank shaft which determines the timing of the operation of the steam valve. This is transmitted through a connecting rod to a rocker lever which is mounted on a heavy steel plate over the piston rod. There is a rod at the bottom of this lever connected to the eccentric. On the upper portion the valve rod is operated from the pin or fulcrum which physically opens and closes the valve. This pin also provides a bearing for the valve rod. This is a machined pin which has a shoulder on the outside of approximately 1¼ inch diameter and ¼ inch thick. The diameter where the valve rod bearing is located is 13/16 to ⅝ inch.

Information obtained from the machinist who checked the locomotive on its return to the base found that the valve rod was a little out of line due to the fact that the turnbuckle by which the final adjustment is made had apparently been tightened very tightly to the point where it was sprung. This created additional tension, beyond being a fulcrum and bearing, resulting in its failure. The ⅝ end of this bolt was brought to this office and it clearly appears to be clean break from metal fatigue.

A trip up the mountain and back, on the last afternoon trip to leave the base and return *(on 8/1)* revealed that considerable work is still being done on the trestle. The cog rack has been oiled in accordance with the recommendations made at the last inspection and considerable work has been done in shimming and blocking the track on Jacob's Ladder and above to provide a smoother ride and less vibration. The train on which the undersigned rode consisted of Car No. 4 and Locomotive *Tip-Top* No. 8 with 44 passengers ascending, four of whom stayed at the Summit House. The train crew operated the rain in accordance with the Rules and Regulations prescribed by this Commission and adopted by the railroad. General Manager Rodgers was requested to confirm telephone reports of failures by written report.

- signed: *Winslow E. Melvin* – Aug 2, 1968

### Inspection of Mt. Washington Cog Railway
### August 28, 1968

On Wednesday, August 28, 1968, an inspection was made of the Mt. Washington Cog Railroad. This consisted of riding the 3:00 P.M. train from the base to the summit and returning on the last train of the day, which left the summit at 5:49 P.M.

On the ascent Car No. 5 with the locomotive, *Mt. Washington*, carried 48 persons which is identical with the seating capacity of the car. The return trip was made with Car 11 *(Thelma)* and locomotive *Waumbek* with 50 passengers plus 3 children carried in the arms of adults. This car was not filled to its seating capacity.

On the ascending trip it left the base at 3:00 P.M. arriving at Waumbek at 3:18. At this point locomotive *Great Gulf* and Car No. 4 was met and the trip left Waumbek at 3:30 P.M. It arrived at the Skyline Switch at 3:55, leaving at 3:58 where locomotive *Ammonoosuc* and Car No. 1 was met. It arrived at the summit at 4:15 P.M.

The return trip left the summit at 5:49. No other train was met as this was the last trip. It arrived at Skyline Switch at 6:00 P.M. stopping only to check the switch as required by the Regulations. It arrived at Waumbek at 6:15 where the same procedure was followed, arriving at the base at 6:31 P.M.

The weather was cool with winds from 50 to 60 miles per hour. The temperature was 38 degrees at the summit and all clouded in from an elevation from approximately from Jacob's Ladder to the summit.

The train crew operated the train in both directions in accordance with the Rules and Regulations. Stops were made before passing over switches and on the ascent the uphill train took the siding at Waumbek, and upon arrival at Skyline Switch the descending train was already on the side track.

The only defect in the equipment noted was that the signal cord on Car 11 *(Thelma)* was not connected with the locomotive for the downhill trip. This was called to the attention of the management for immediate correction.

Much additional work has been done and is continuing with respect to the trestle and track. At the present time timber renewals are being made in the vicinity of Bents 450-475 and 495 and between Waumbek Switch and the Halfway House. Much new bracing has been installed above Bent 612 between the Halfway House and Jacob's Ladder. An attempt was made to list those bents which have received attention in either being rebuilt or recapped. They are listed on a separate sheet for our records.

While the weather was not conducive for visibility at the top of the mountain the trains were carrying a good number of passengers although no second sections were being operated on this date."

- signed: *Winslow E. Melvin* – Aug 29, 1968

## ≺1969≻

### Inspection of Mt. Washington Cog Railway
### June 11, 1969

On Wednesday, June 11, (Transportation Director Winslow Melvin) made an inspection of the equipment and track of the Mt. Washington Cog Railway.

Upon arrival at 9:15 an examination was made of several locomotives and cars. Locomotive No. 1, the *Mt. Washington*, is under repairs and a completely new cab is being installed. Locomotive No. 6, *Great Gulf*, is having new bearings installed on the jack-shaft which operates the rear cog wheel. Locomotive No. 2, the *Ammonoosuc*, is in operating condition as also is No. 4, the *Summit*. The other three: Engine No. 8 *(Tip Top)* was in operation handling a work train, Engine No. 3 *(Base Station)* and Car No. 4 were operating to the summit taking a work crew to prepare the Summit House for use and Engine No. 9, the *Waumbek*, was at the base to be used when necessary.

Four cars were completely examined with particular emphasis on the brakes and the operating appurtenances and their condition. All were found to be in good condition, but it was recommended and agreed that the cable clamps should be placed in a uniform position under each car by the use of gauge so that any slippage or change could be readily noticed by a visual examination.

An ascent up the mountain was made from the base to Waumbek Tank on the work train and from this point to the summit by Engine No. 3 *(Base Station)* and Car No. 4.

## Documents - 1969

Prior to the inspection a booklet was prepared for use in recording track work which has been performed. There are 1,237 bents with six bents to a sheet. The work performed in 1968 had previously been recorded on these sheets and the work which has already been done in 1969 has also been recorded. As this work is performed future inspections will provide more complete information concerning this work. As was the case a year ago the work has been largely centered upon renewing longitudinal stringers because this takes time and holds the track out of service until completed. In addition to this there has been a considerable number of longitudinal braces installed and some new caps. Summarizing the new work there has been three bents replaced with new material, 1 new sill, 8 new caps and 8 left stringers and 24 right stringers replaced.

Very little work has been done above the Long Trestle because near the top the timbers appear to last with less deterioration than in some other areas. Near the summit the track is in very good condition. Considerable work has been done on Long Trestle just below skyline and at other points, in conformity with timbers which had been marked for replacement. From the inspection it appears that the trestle is being gradually improved and its condition is suitable for operation. The carrier rails show some evidence of being out-of-line, but they are well within gauge limits and the cog rack itself has good alignment.

From the information obtained during this inspection it appears that the equipment and the track structure is suitable for safe operations. General Manager Lionel Rodgers accompanied the writer on this inspection, and it was pointed out to him the provisions of 9 and 10 of Order No. 9047, dated March 18, 1968, must be complied with. These items provide for an annual report by a qualified and responsible employee that the trestle, track and equipment have been inspected and are in adequate condition for operations and that a statement to this effect must be filed with this office prior to the commencement of operations, scheduled for June 14, 1969.

- signed: *Winslow E. Melvin* – Jun 12, 1969

**Inspection of Mt. Washington Cog Railway**
**July 4, 1969**

On Friday, July 4, (Transportation Director Winslow Melvin) made an inspection of the tracks and equipment of the Mt. Washington Cog Railway.

Arrival at the base station was at 10:45 A.M. at which time Engine No. 8, *Tip Top* with car No. 1 was at the station and loaded ready to ascend the mountain. I rode this car to the summit, leaving the base at 11:00 A.M. At Waumbek siding Engine No. 4 *Summit* with car No. 6 was waiting for the uphill train to take the siding for the meet which was made without incident. The crew stopped the train and examined the switch and equipment as it passed through each of the three movements made at this switch. The train then proceeded to Skyline Switch at which point Engine No. 3 *Base Station*, with car No. 5 was already waiting on the siding for all trains to pass. The stop was made and as the car proceeded through the switch a stop motion was given by the brakeman and the train stopped immediately.

It developed that a long coil spring, approximately 1¼ inches in diameter, which stretches from the car frame to the uphill brake beam had snapped with one end still hooked and dragging. It was a simple matter to remove the remaining portion of the spring and then proceed.

At each end of the brake beams on each set of wheels are similar springs which when the brakes are released provide sufficient tension to keep the brakes away from the brake drum and avoid any possibility of brake dragging. The effect of the spring breakage merely eliminated the positive release so that there may have been a slight dragging of brakes simply because the weight of the brake beam made the brake shoe drag against the drum. From a mechanical standpoint this is not a problem because on the descent the brakes are applied more forcefully than any dragging that would result from the weight of the mechanism. A replacement spring was placed in position before this car made its next ascent.

The downhill trip on this inspection left the summit at 12:00 P.M. arriving at the Base at 2:00. Upon reaching Skyline the descending train took the switch where it met Engine No. 6 *Great Gulf*, with car No. 4. Upon reaching Waumbek, Engine No. 4 *Summit* with car No. 6 had already entered the side track for the meet.

The general condition of the track is approximately the same as was found at the June 11 inspection. However, the rack pins have been well oiled and resulted in a quieter trip because of this fact. The trestle work has been improved through the installation of new bents at Bent Nos. 422-429-434-437-491-492-493-494 and 507. New ties have also been installed in various places which work is also progressing at the present time. There have been other timbers replaced since the June 11 inspection which support the rails.

Certain guests of the railroad were present on the train on which this inspection was made. The dinner celebrating the 100th anniversary of the railroad had been held the night before at the Crawford House. Some of the guests who were on this trip and who also attended the dinner were Senate President and Mrs. Arthur Tufts, Senator Laurier Lamontagne, Representative Donald Howard and George L. Howard of Bartlett and Rev. Alexander Hamilton who is connected with the Kennebunkport Trolley Museum in Kennebunkport, Maine.

Following the inspection of the railroad trackage considerable time was spent in the shops where work is being performed on replacing the crank shaft on the downhill end of Engine No. 2 *(Ammonoosuc)* and work was also being performed on other locomotives and cars not in use in revenue service.

Engine No. 1 *Mt. Washington* was steamed up and in operation at the base for any replacement that might be required, but was not used for this purpose. The schedule operated was upon an hourly basis with each train being operated to its seating capacity, with some trips double headed to accommodate the patrons who desired to be transported to the summit.

- signed: *Winslow E. Melvin* – Jul 10, 1969

**Inspection of Mt. Washington Cog Railway**
**August 3, 1969**

On August 3, 1969, an inspection was made of the Mt. Washington Cog Railway equipment, track and operations. On this date all but one locomotive was in operation. It is always the custom to have one locomotive at the base for any assistance that may be required in connection with other train operations.

The first trip left the base at 8:00 A..M., which consisted of Locomotive *Base Station*, No. 3 and Car No. 5. The 9:00 A.M. trip was cancelled for lack of sufficient number of passengers, but the 10:00 trip left on schedule consisting of locomotive *Great Gulf*, No. 6 and Car No. 4. Inspection was made on this trip which arrived at the summit about 11:35 A.M. The schedules beginning at 11:00 A.M. and through 3:00 P.M. were double headed so that six units were in service throughout the day.

The heaviest rainfall ever recorded on the summit during the period from12:00 midnight to 1:00 A.M. on Wednesday, July 30. Gravel, logs and trees were washed down the mountain and lodged against trestle bents 14 and 15 *(Ed note: Ammonoosuc river crossing at Marshfield)* with such force that it forced them down stream of up to one and one-half feet. The noise of this heavy runoff awoke employees in the cabins about 2:00 A.M. and the officials surveyed the damage and prepared to restore the bents to their proper positions and do this with daylight and had it repaired for use by noon of the same day. Bent No. 15 was anchored to a boulder on the upstream side with a heavy cable with the hopes that other storms of this nature will not result in moving the trestle supports. *(Ed note: Steve Christy recounts the repair effort in one of his interviews)*

In the area between Marshfield and Waumbek Siding considerable evidence of washing was noted along the right-hand side of the trestle. This, however, did not result in undermining any of the sills or bents. This storm did not do any further damage, but from the size of the trees which were along the river below Marshfield it is apparent that the trestle withstood the flooding and logs which passed under reasonably well.

Considerable work has been done since the last inspection on July 4, in realigning the track. This has been accomplished between Bent No. 80 and Waumbek Siding so that the train rides smoother and the general appearance is better. It has also been realigned above the Half Way House in the vicinity of Bent No. 732, and on Long Trestle where many new ties have been installed in the vicinity of Bent No. 782. On the day of this inspection the crew was at work leveling, blocking and resurfacing near Bent No. 973, above Skyline Switch. Timbers for supporting the track work are placed on the ground in the vicinity of bents No. 1132 and 1134 for re-

placement in the near future. The supporting structure for the Waumbek Sidetrack has almost entirely been rebuilt and is in good condition.

The descent was made in a different train – the second section of the schedule which left the summit at 12:40 P.M. which included *Mt. Washington*, locomotive No. 1 and Car No. 7. The first section consisted of *Ammonoosuc*, Locomotive No. 2 and Car No. 6. These units were kept well separated and did not operate any closer than the prescribed distance.

It should be pointed out that the condition of the track work is very good from the summit to Bent No. 1036. Between Bent No. 1000 and 1036 there are slight irregularities in the alignment, but the supporting structure is in good condition. There are several new ties on location and ready to install in the vicinity of Bents No. 1125 and 1140. The work crew were working at Bent 976, three bents above where the track was being realigned on the trip up the mountain one and one-half hours earlier.

Two trains were met at Skyline Switch, one of which was *Tip Top*, No. 8 with Car No. 1, and *Waumbek* Engine No. 9 with aluminum car *Thelma*.

That section of track which is to receive realignment next is in the area of the Half Way House extending from the first curve above that location to approximately one quarter mile below. New bracing was noted on the trestle between Bents 443 and 444.

Another double headed schedule was met at Waumbek Switch consisting of *Base Station*, locomotive No. 3 and Car No. 5 and *Great Gulf*, Engine No. 6 with Car No. 4. The units listed above comprised the six units that were in operation on this date.

The general operations appear to be carried out in accordance with the Commission requirements and the rules adopted by this railroad early in 1968. The patronage during this Centennial Year is running ahead of the same period of 1968 although some considerably bad weather has been encountered.

- signed: *Winslow E. Melvin* – Aug 5, 1969

**Rationale & Conceptual Plan for Mt. Washington**
**Summit Development by Carter & Woodruff, Architects** *(edited)*
**August 25, 1969**

Each year about a quarter of a million people visit the Summit of Mount Washington, the highest point in the Northeastern United States and New Hampshire's primary tourist at traction. One of the nation's most beautiful landmarks, the Mountain is unique in several respects. Although its summit reaches far above the timberline of the White Mountain National Forest, it is readily accessible by road and railroad to anyone who might wish to enjoy its dramatic experience and vast panorama. From an educational and scientific point of view, its unusually severe weather and the similarity to arctic conditions provide a convenient natural laboratory for cold regions and weather research. It is the only place besides the.Arctic where certain flora and fauna are to be found.

Visitors to the Mountain increase in number yearly. A 1956 study counted about 100,000 summit visitors. In 1966 a similar statistical analysis reported that 244,000 summit visitors spent about 353,000 people-nights in New Hampshire hotels and motel in conjunction with their visit to the Mountain. Almost half of these were spent within fifteen miles of the Mountain itself. These figure indicate the growing impact of tourism at the Mountain on the State's economy.

The startling facts are that neither · the transportation facilities up the Mountain nor the tourist accommodations at the Summit are developed to the potential drawing power of the Mountain itself. Summit conditions are deplorable. The old, dilapidated tourist facilities serving patrons of the road and railroad are now hopelessly inadequate and must be replaced. The Mount Washington Observatory building is about to collapse around its staff. Staunch independence of purpose and lack of cooperation among the diverse interests on the Mountain have forced each to fulfill its own needs oblivious of the overall development of the Mountain or preservation of its natural condition.

Upon recommendation of Governor Dwinell's 1957 Mount Washington Study. Committee and the Division of Parks, and acting under the Park Expansion Law of 1961 (Chapter 263), the State ·purchased the Summit properties from Dartmouth College. The coming of State ·ownership of the lands serving the visiting public has created the opportunity for change. Their efforts have already preserved thousands of acres of wilderness and natural beauty and have made them available to the public for its enjoyment. In early February 1966, Governor King charged the present Mount Washington Study Committee to consider the short and long range objectives for State properties on Mount Washington including what changes, improvements and modifications should.be made so that the people of New Hampshire may be assured of the greatest benefit from the scenic, scientific, commercial and recreational standpoint.

The State has engaged Carter and Woodruff, Architects, in association with the Office of Dan Kiley, to establish a comprehensive development plan. The objective of this study is to determine the most appropriate and desirable development as a park providing maximum public use and recreation potential, and bearing in mind the rights and needs of the commercial interests which also serve the public.

To fulfill .this... the Summit must be cleared of its present debris and confusion and returned to her natural character. However, to be accessible to the public-and provide protection from the elements, there must be a structure on top. It · is most important that the natural Summit be the dominant element, both, on profile from the distance and when standing on the ·Mountain itself. The shelter must relate -to the character of the Mountain and blend into it. It must not in itself create an obstacle to the panoramic experience that is such an important part of the sense of being close to nature on a mountain top.

The level area below the Summit, next to Ball Crag, is a natural position for all activities that do not have to be on the.Summit. It is the logical terminus of the railroad and road; a place to view the entire Summit cone again as one first saw it from the highway. This is where all future ;development will occur. There is room for expansion here. This terminal becomes a staging area for the final short trip to the Summit. In addition to the usual tourist facilities, there will be brief, but continuous audio-visual presentations, to acquaint the visitor with w e historic, scientific, and commercial roles of the Mountain. A Tube will mechanically transport visitors between the two buildings underground without disturbing the natural terrain. It is also possible for visitors to hike to the Summit from Ball Crag, experiencing the final assault on foot. The total development outlined above looks to the future when the numbers of people, trains and automobiles coming up the Mountain cannot physically be accommodated at the very Summit. It looks to the day when the WMTW-TV lease has expired (or before, if the usefulness of their facilities terminates) and those buildings can be removed. The development plan projects a large tourist center at Ball Crag with overnight visitor accommodations which can be operated over a longer ·season.

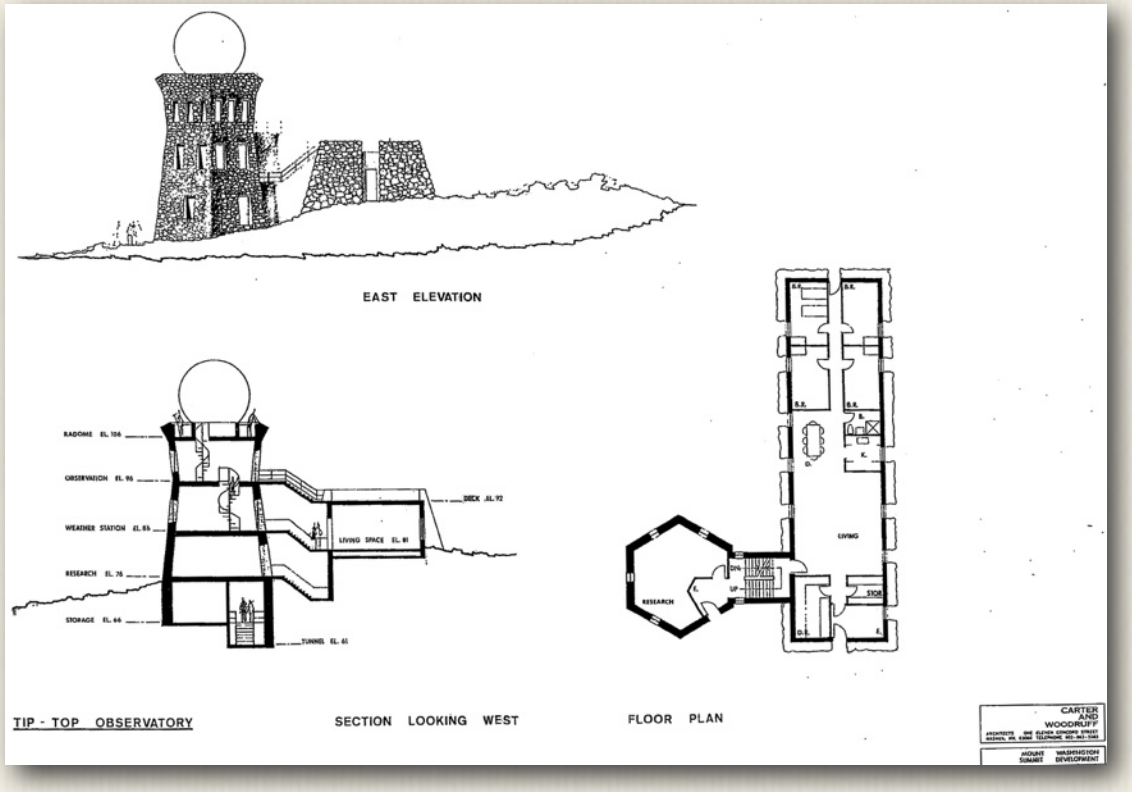
(*Ed note: The initial concept of terminating the auto road and the railroad short of the Summit at Ball Craig may have looked to the future but it overlooked the pushback the initial idea would receive from the Summit partners - Cog Railway, the Auto Road, WMTW-TV and Mt. Washington Observatory - and others. Joe Dodge of the Appalachian Mountain Club said the initial proposal lacked an understanding of mountaintop weather conditions. Details can be found in Vol. 3B Timeline entries beginning in February 1969. The proposal was modified to bring the terminus back to Summit and visitor accommodations were built into the east side of the mountain as shown in this amended document found at the Mt. Washington Commission's website.* www.nhstateparks.org/getmedia/c3f11a16-0619-4eef-855b-a51fb5a9b800/MountWashingtonSummitDevelopmentPlan-Aug1969.pdf )

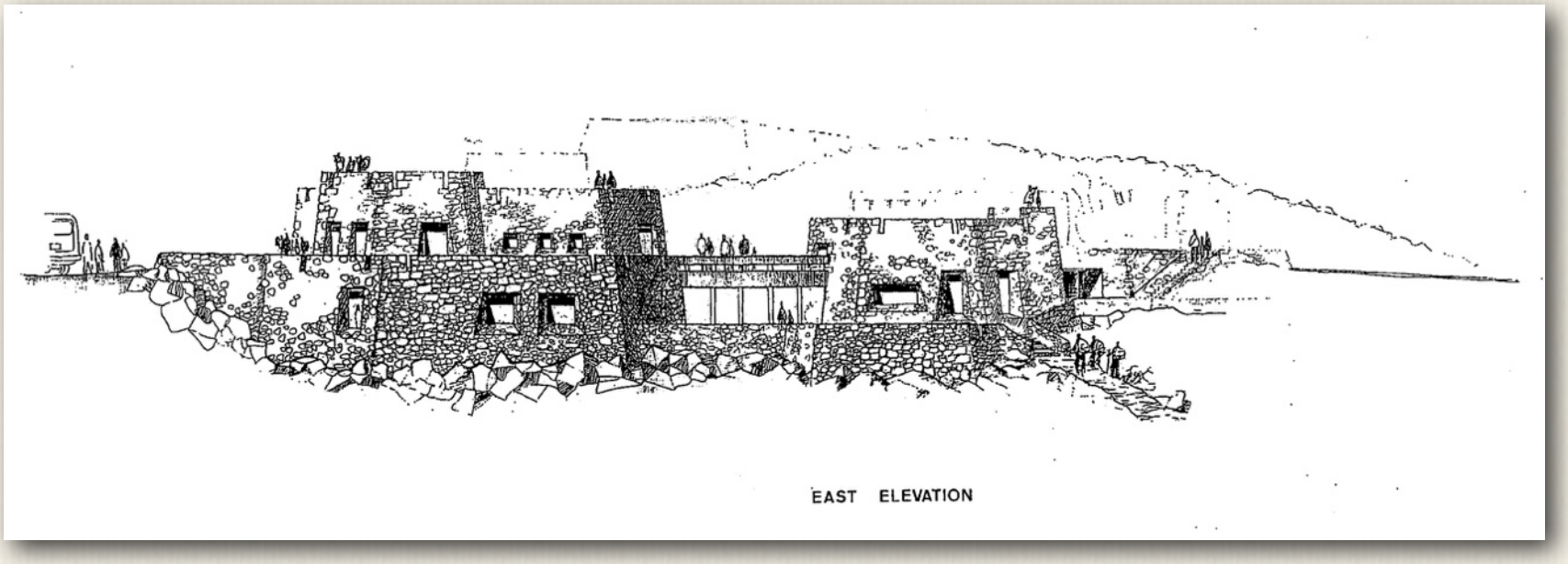
The new Summit Shelter will be built into the east side of the Summit plateau in a location which provides the most convenient access for patrons of the road and railroad with out itself creating a visual obstruction on the Mountain's profile or of the view from the Summit. In order to utilize this optimum site for a new building, it is necessary to relocate the last portion of the auto road at the Summit. The old road becomes a footpath to the building from the parking lots for Auto Road patrons, and the new road provides a more favorable grade for vehicular travel.

The structure is conceived as an intrusion-grouted stone masonry fortress growing out of the rock of the Mountain itself. On the outside, it is a series of decks integrated with the pedestrian circulation routes of the Summit area and providing viewing points of varying orientations at several levels. One may move freely around the structure or enter it a either level.

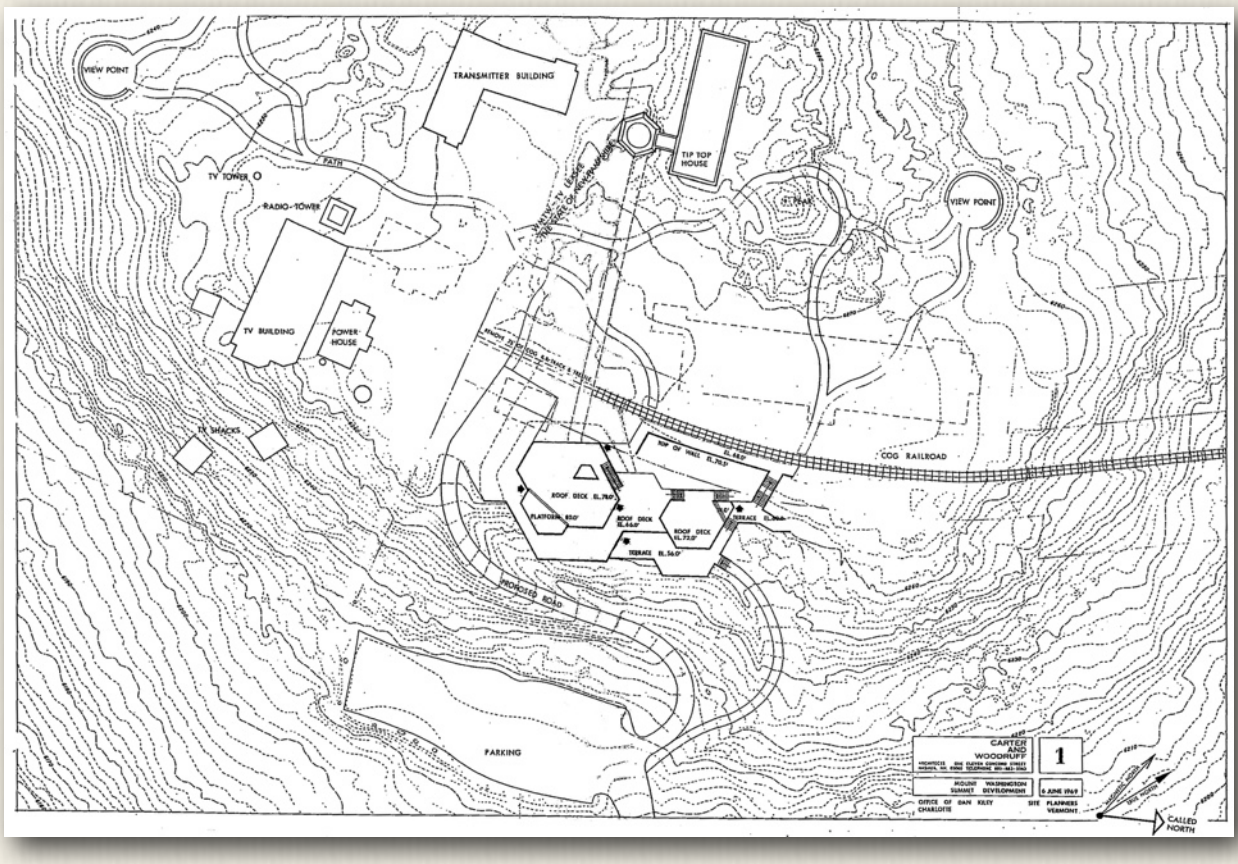
# Documents - 1969

Tip Top House, constructed in 1853, is the oldest structure on the Summit and has been judged by the most recent Citizens' Mount Washington Study Committee as the only build ing of any historical significance on the Mountain. The Study Committee and the Division of Parks have charged the Architects with the responsibility of finding a suitable use for the restoration of Tip Top House, and accordingly we have recommended that it shall house the living accommodations for the crew of the Mount Washington Observatory. Originally it was built on a single level.with a practically flat roof. The upper level of the decaying structure should be re-




moved and replaced by a flat roof which can serve as an elevated outdoor public observation deck. To provide sufficient work space and a radome platform at the proper elevation, a new tower of architecturally compatible design will be. constructed contiguous to Tip Top House. The well known profile of the original stone-structure will again be visible and the tower will allow the building to accommodate an occupancy of permanent nature and important significance, scientifically and historically. The lowest level of the

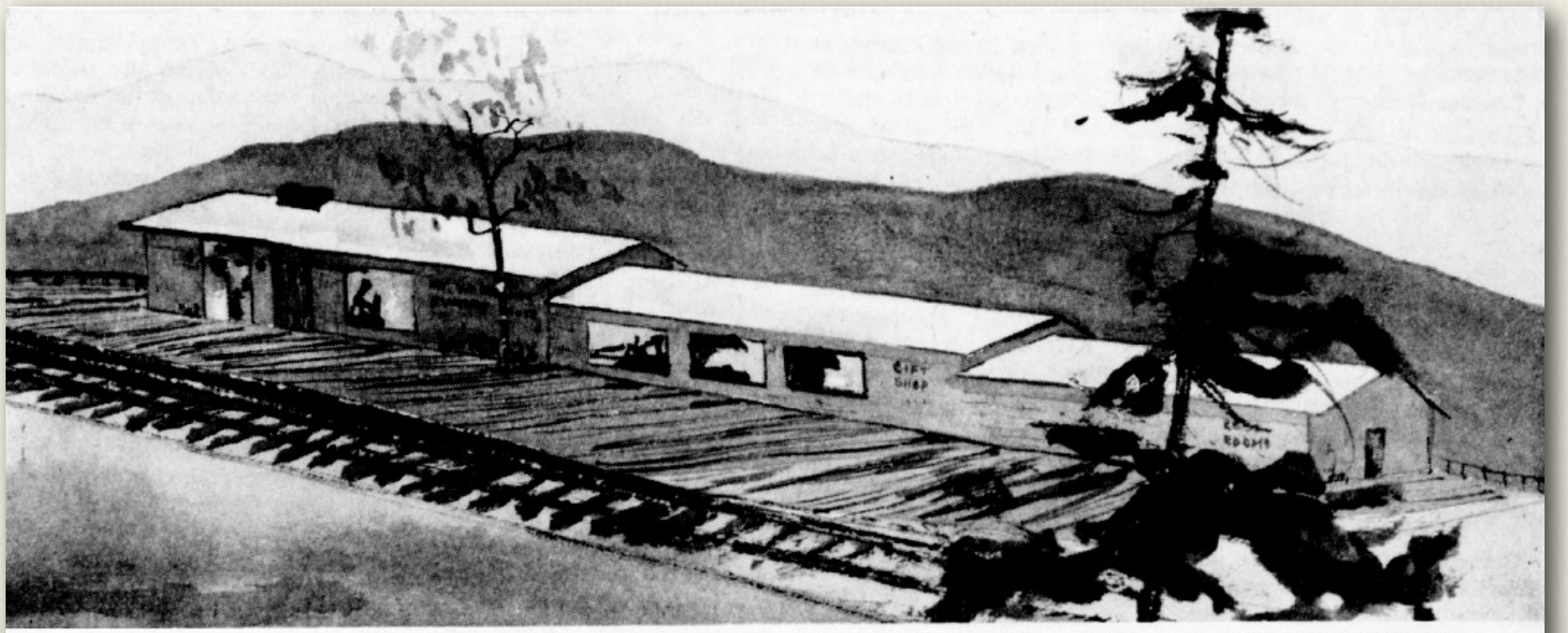


tower will be linked to the lower public level of the Summit Shelter by an underground tunnel also serving as the mechanical umbilical cord for the Tip Top complex.

The long range objectives and goals are clear. This plan not only restores the Summit to the most natural condition possible, but provides for growth, comfort, safety, and therefore, complete enjoyment of all aspects of the area. It establishes a guiding philosophy for thoughtful development of the Park over the coming years. The necessity to build additional structures in the Summit area is obviated by providing adequate accommodation for all interests. It creates a complete and meaningful experience on the Mountain for maximum enjoyment by visitors to and residents of the State of New Hampshire.

**Site D Addendum**
**December 24, 1969**

At the direction of the Department of Public Works and Highways, the Architects have prepared studies of buildings at site D located northeasterly of the existing Summit House and including an area of land presently owned by Marshfield, Inc. approximately sixty feet long by eighty feet wide. *(Ed. note: In August 1968, Cog Railway president Ellen Teague said the railroad would build a private depot, concept seen below, on this site in back of the Lizzie Bourne monument.)* The Architects were directed that they could consider use of this portion of Marshfield land if it was deemed necessary.




SKETCH OF PROPOSED SUMMIT DEPOT FOR MT. WASHINGTON

The principal advantages of this site seem to be its proximity to the actual Summit and the view of the northern peaks therefrom. In order to dramatize the view and relate it to the Mountain, it is necessary to provide a foreground for reference. If one can look down the slope of the Mountain and off to the distance, not just out across the flat summit plateau, the visitor will have a far greater sense of where he is and the excitement of that place. In looking down, one will achieve a strong sense of the height at which he is. The act of moving to the edge of the plateau to achieve this end, at this site, necessitates use of the Marshfield land.

A secondary advantage to Site D is the proximity to the Cog Railroad tracks and the opportunity to afford those visitors to the Mountain some shelter against prevailing winds while they disembark. Of course, this is offset by the greater distance larger numbers of auto road patrons must go from parking lots to the building, as compared with utilization of Site Bon the southeast slope.

There is a difference in the size of buildings between the studies for Site D and the earlier schemes which must be identified. Earlier directions from the Division of Parks were to provide minimal public accommodations on the summit so as to avoid a large building on the Mountain. The hope was to restore the summit area to its natural condition. The consensus of the Mount Washington Commission, on the other hand, was to build a facility large enough for the foreseeable future, and twice as large as presented on June 6, 1969 at Site B.

The result of this increase in programmed space and closer proximity to the Summit, is to begin to encircle the Summit itself. Any building on Site D will block the view in that direction from the summit just as Tip-Top House, the existing Summit House ai1.d the link "between them do now. Depressing the link to Tip-Top from the new Summit House will alleviate this condition to some extent, as will building some of the space at a-lower level, cut into the hillside on the Marshfield land. In addition, lowering the existing link will open the view of the Summit from the vicinity of the State office and make direct access to it from that direction possible. Photographs and sections have been used to demonstrate that even a one story building at Site D will cut off view of all but the most distant mountain tops from the summit.

From the point of view of the Mount Washington Observatory, Site D seems to have greater appeal than Site B for a tower location. The Architects believe that the tower location adjacent to Tip-Top House as shown on June 6, 1969 with that building renovated for Mt. Washington Observatory living quarters is a still better solution than having MWO share the main public building. In both cases, links or tunnels between the new Summit House and Tip-Top House Provided access under adverse weather conditions.

The alternatives to using Tip-Top for Mt. Washington Observatory living quarters have been a museum and an open windbreak. The interior space is only seven feet high, twenty feet wide and eighty feet long. This is a poor space for a museum area being too low and narrow for proper photographic display and circulation among exhibits. In addition, if the exhibition were a part of the main public space, visitor time on the Summit could be reduced by.eliminating travel among several buildings, and an integrated public assembly, eating and exhibition space would create a more exciting experience for the visitor. A strong case could also be made for removing all of Tip-Top except the old stone walls and leaving them as an outdoor windbreak at the Summit.

- *David N. Page - Carter & Woodruff*

**SUMMA'1'ION OF POPULATION DESIGN CRITERIA** as interpolated from 1967 Report by William F. Henry to The Governor's Mt. Washington Study Committee. Data revised and corrected 10 October 1969.

| | | |
|---|---|---|
| 1956 | Boston University Survey (est.) | 150,000 Visitors |
| 1966 | University of New Hampshire (est.) | 245,000 Visitors |

| | ***1956*** | ***1966*** | ***1966*** Ratio |
|---|---|---|---|
| Cog Railroad | 48,000 | 48,000 | 2 |
| Auto Road | 50,000 | 73,000 | 3 |
| Hikers | 52,000 | 124,000 | 5 |

***1966 Population - Summit Visits***

| | | |
|---|---|---|
| Average day of peak week | (9 hours) | 450 people per hour |
| Average day of July and August | (9 hours) | 350 people per hour |
| Average day of Season | (9 hours) | 174 people per hour |

| | | |
|---|---|---|
| Cog Railway: | Maximum capacity at Summit | 3 trains/168 people |
| Auto Road: | Maximum capacity at Summit | 200 cars/680 people |
| Cog Railway: | Average capacity at Summit | 68 people per hour |
| Auto Road: | Average capacity at Summit | 84 people per hour |

Based on the above population averages it seemed appropriate to plan new .accommodations for400 people inside at one time in combined Ball Craig and Summit Buildings. This figure represents a 25% in:crease over the hourly population .of the average day of July and August, the · months during which 7 2% of the seasonal visits are · made. Subsequently, upon direction from Division of Parks that only a Summit Shelter should be designed now, it was concluded that this new Summit Shelter should replace existing facilities with minor additions, but not greatly increase the interior public space available. It was determined that in accordance with the Conceptual Plan, such expansion would be provided at Ball Crag, if, as, and when it seem ed necessary and appropriate. *Revised and corrected 10/10/69*

**Inspection of Mt. Washington Cog Railway**
**October 9, 1969**

On October 9, 1969, an inspection of the track and trestle was made of the Mt. Washington Cog Railway.

On arrival at approximately 9:25 A.M. it was found that a special train was being readied for a group of TV cameramen assisted by New England A.T.&T. personnel for picture taking in connection with an advertising program. The work was in charge of a Mr. Vidor of New York. Considerable paraphernalia, consisting of cameras, recorders, playbacks, a portable telephone booth and equipment for making stands from which rather unusual pictures might be obtained, had been loaded into Car No. 5. The locomotive for this train was Base Station, No. 3.

(Transportation Director Winslow Melvin) rode this train from the base leaving at approximately 10:00 A.M. On the way up an "Actor" was stationed on the forward platform of the car and was photographed giving a short description of the beginning of the Cog Railroad one hundred years ago. This was done at various points from Waumbek Tank to Jacob's Ladder. Upon arrival at Jacob's Ladder the train was stopped and the cameramen set up the equipment on the knoll to the south, or the right of the railroad track as it ascends, whereupon the train was moved up over Jacob's Ladder three different times taking pictures on each trip.

On arriving at the top the third time the undersigned alighted from the train and continued the inspection by walking up the trestle from Jacob's Ladder at Bent 692 to the Skyline Switch at Bent 970.

The inspection above the Skyline Switch was made on another train consisting of Car No. 7 and Locomotive No. 1, the *Mt. Washington*. Arrival at the summit was at 3:00 P.M. and the descent was made leaving that point at 3:45 P.M. and arriving at the base at 4:50 P.M.

Considerable amount of work has been done on the trestle consisting of new longitudinal bracing between Bents 241-242 and 243. Many new ties have been installed from the Marshfield or Base Station to a point near Bent 74. The track in this area has also been realigned. It was noted that the cog rack had been well oiled since the last inspection, a matter which was at that time called to the attention of General Manager Rodgers.

The track work on this railroad has been improved remarkably over the past two seasons. Many longitudinal stringers have been replaced, a fact which is not particularly visible from the top of the trestle. The bent caps, many of which were noted earlier as showing evidence of being crushed, have been replaced. A considerable amount of welding has been done on the loose pins in the cog rack.

There is still a considerable amount of work to be done in realigning the track and re-shimming some of the longitudinal timbers to improve the alignment. There are also some areas where the track stringers will have to be replaced. In other words, a trestle of this character always has some work to be done in the normal course of maintenance. There was no indication found at any point which could be considered as an unsafe condition.

On Sunday, October 12, operations were to be discontinued for the season. Weather conditions during October have been ideal. The day on which this inspection was made had better than 80 mile visibility at the summit. Indications were that the summer had been a very successful one in the celebration of the 100 years during which this railroad has been in operation. The number of passengers carried in 1969 increased about 38 percent over 1968.

It was also learned that Paul C. Dunn, who has retired as Vice President and Chief Mechanical Officer *(of the Boston & Maine Railroad)*, is to be engaged as a responsible officer of the Mt. Washington Cog Railroad. It will be recalled that Mr. Dunn was hired by the Commission to make an investigation of the safety and practices of the Cog Railroad in the fall of 1967 following the tragic accident. It is believed that Mr. Dunn's knowledge and experience in these matters will be a very valuable asset to the Cog Railroad.

- signed: *Winslow E. Melvin* – Oct 21, 1969

## ≺1970≻

### MOUNT WASHINGTON STATE LAND RECORD

GRANTOR Marshfield, Inc. DATE OF DEED March 23, 1970
DATE OF RECORD April 7, 1970
GRANTEE State of New Hampshire COUNTY Coös
BOOK 527 PAGE 331
CONSIDERATION None CHARACTER Easement
TOWN Sargent's Purchase
DESCRIPTION
Easement for purposes of constructing water and sewer line
Also unrecorded agreement between Marshfield Inc. and DRED regarding construction of Summit Bldg - Dated - September 2, 1980

### EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT, MARSHFIELD, INC. a corporation with its principal office at the Base Station, Mount Washington, N. H. , for and in consideration of the sum of one dollar and other valuable consideration, well and truly paid by The State of New Hampshire, the receipt whereof it does hereby acknowledge through Ellen C. Teague, President, Treasurer and Director; and does hereby release to The State of New Hampshire the right to construct a ditch and lay pipe in the Place of Sargent's Purchase, County of Coös, The State of New Hampshire, as shown on a Plan in the records of the Special Services Division, Department of Public Works & Highways, The State of New Hampshire, in the City of Concord, marked "Plans for Construction of Water and Sewerage Improvements at Mount Washington, Sargent's Purchase", Sheet 1 of 5 dated January 26, 1970 and to be recorded in the Coös County Registry of Deeds at Lancaster, N.H. AND THE CORPORATION DOES HEREBY RELEASE -to the said State the right to flow sewage and water through said pipes and to maintain said pipes in repair and enter upon its land at any and all times for the purpose of cleaning out or repairing said pipes, providing, however, that no damage to its land is occasioned by these entries or repairs.

AND lT IS HEREBY A COND.ITION of this Easement. that The State of New Hampshire will relocate, the pipelines if, in the future, Marshfield, Inc. erects a building on their property in a location where the pipeline would interfere with its construction or utilization of the ground owned by the corporation.

IN WITNESS WHEREOF, I, ELLEN C. TEAGUE, President, Treasurer, and Director of MARSHFIELD, INC., have hereunto set my hand and seal this 23rd day of March 1970

Signed, sealed and delivered in the presence of:
*J.S. Evans*
Justice of the Peace.

MARSHFIELD, INC.
by: *Ellen C. Teague*
President.

Received Apr. 7, 8:30am 1970

### Rodgers Trestle Work Report to Dunn
### May 16, 1970

(Ed note: Found in NH DOT files a copy of a Report on work done on Mt. Washington Railway Trestle in 1968 and 1969 from Lionel Rodgers to Paul Dunn. Dunn sent a copy to Transportation Director Winslow Melvin "per your request at our conference on April 16, 1970.")

"Dear Paul: this is in response to your request for a report on the work done on the trestle of the Mt. Washington Railway Company during the years 1968 and 1969. The work done during these two years was largely based upon the findings of three inspections:

1. The Dyer inspection carried out for the New Hampshire Public Utilities Commission in September and October 1967.

2. The detailed Potter and Lancaster inspection done for the Railway in the spring of 1968

3. The inspection which I made in the spring of 1969.

Of these three, the most detailed was the Potter and Lancaster inspection in 1968 which included making test borings in any stringer about which there might be question, and the making of an inventory of every piece of timber in the trestle, showing its condition and probably required date of replacement if replacement was indicated within the following two years. The timber replacement program has been patterned to utilize the data recorded by Potter and Lancaster and their judgement on replacement dates.

In general, the deterioration of the timber, particularly at the higher elevations, has been considerably slower than was first anticipated, and it appears that above the timber line a life expectancy of forty to fifty years can be anticipated for at least the larger timbers.

During the two-year period, approximately 63,000 board feet of timber was purchased for installation in the trestle. This timber included material for bents, stringers, cross ties and the longitudinal ties which support the rack and running rails.

In addition to the replacement of timber, a good deal of the track has been surfaced. The surfacing has included the adjustment of both line and level, and as of the close of 1969, surfacing had been done from a point just above the Base Station to the vicinity of Waumbek, a considerable section from above Waumbek curve to near Half Way, and part of Long Trestle. Also carried during 1968 and 1969 was a considerable amount of bracing. Use of timber connectors was inaugurated and special bolts were purchased to permit the use of timber connectors without the need for renewing the lateral braces.

A number of rails which showed signs of splitting or cracking were renewed. Joint bar bolts were tightened throughout the length of the railroad and a large number of new bolts were applied where old bolts showed signs of deterioration. A program of welding the spools in the cog rack where they were loosened was carried on in both 1968 and 1969, and all loose spools were welded from the vicinity of Waumbek curve up to a point above Half Way.

*(Rodgers then included a list of specific timber replacements of sills, plumb posts, caps and batter posts which were recorded during the years 1968 and 1969.)*

Replacements of ties, bracing and smaller timbers, were not systematically reported and recorded, and therefore cannot be included here. An extensive tie renewal program was carried out during 1969 which included the replacement of a large number of ties on Long Trestle and below Waumbek tank.

In summary, a substantial amount of timber in the Mt. Washington Railway trestle was replaced during the past two years. This, along with track alignment and leveling, the restoration of adequate longitudinal bracing, some rail renewal, and the welding of spools in several areas, is believed to have substantially upgraded the level of maintenance of the track.

- signed: *Lionel M. Rodgers* – May 16, 1970

**Melvin Receives Rodgers Report**
**June 9, 1970**

This will acknowledge receipt of the report submitted to you *(Dunn)* by Lionel M. Rodgers, former General Manager of the Mount Washington Railway Company, listing in details the work performed on the track and trestle work of the railroad accomplished in 1968 and 1969. Thank you for this information. I am enclosing for your information a sheet which I had worked out for my records in keeping track of the repairs to the supporting structure of the track. Whether this will serve your purpose, I do not know, but it is just another idea of one method of recording the work performed.

- signed: *Winslow E. Melvin* – Jun 9, 1970

# Documents - 1970

### Broken Crankshaft / Poor Coal
### Aug 21, 1970

In a telephone discussion today, August 21, 1970, with Paul C. Dunn Vice President and General Manager of the Mount Washington Cog railway Company he advised that on a 10:00 a.m. trip starting up the mountain on August 19, 1970 the forward crankshaft on Locomotive No. 3 *Base Station* broke right on the bridge in front of Marshfield Station. There was a delay to passengers on this trip while this locomotive was replaced. All but two of the passengers stayed to go up on the delayed trip.

Mr. Dunn also stated that they are having delays because of the very poor coal used in the locomotives. It has been next to impossible to buy good coal. They have been able to secure some from the Brown Company to tide them over, but the very fine coal that is now available to them is causing delays. In some instances they are burning wood to make the locomotives steam properly. There is one car load of coal to arrive tomorrow and two on the way from West Virginia, beyond that there is no guarantee of receiving additional supplies of this fuel. - signed: *Winslow E. Melvin* – Aug 21, 1970

### Mount Washington Commission Q&A Combined
### Adams' Questions: Nov 24, 1970 / Melvin Answers: Dec 8, 1970

In late November 1970, the chairman of the Mount Washington Commission Sherman Adams wrote to Transportation Director Winslow Melvin seeking advice on whether he thought the Cog Railway could afford to chip-in to help underwrite operations of a new Summit House.

Dear Mr. Melvin: The Legislature, in creating the Mount Washington Commission, directed that attention be given to the contribution which the special business interests operating on Mount Washington should make in connection with the operation of new facilities to be built by the State on the summit of the mountain. The Commission has had under consideration the possibility of requesting the Cog Railroad and the Auto Road to collect a small increment in their ticket, possibly 25 cents or so, as a contribution for this purpose. The Auto Road Company has indicated its willingness to cooperate. The Cog Railroad has indicated that it cannot afford to cooperate for the reason that an additional increment in the ticket would have the effect of injuring its business. In order to come to some conclusion as to the ability of the Railroad to make such a contribution we would like the following information:

*(With apologies for the delay in answering, Melvin answered the Commission's eleven questions in order by letter on December 8, 1970. Those answers are combined with the questions below:*

**1**) In your opinion, would the addition of 25 cents in the cost of the ticket reduce the number of people riding on the Railroad?

***Melvin:*** "It would seem to me that a $.25 portion of the cost of the ticket for each passenger would not be unreasonable. However, the rate for the past several years has been $6.95 for an adult round trip and $3.00 for children under 12 with children under 6 carried free. Possibly a differential should be adopted between the adults and children with such a variation in the round trip fares."

**2**) Is it your opinion that the present cost of the ticket is all the traffic will bear?

***Melvin:*** "The Mt. Washington Railway Co. has already indicated that the round-trip fare next year would be $7.50, an increase of $.55, for adults and $4.00 for children 6 to 12 years of age, an increase of $1.00."

**3**) Do you believe that an increase in the cost of a ticket by as much as $1.00 would injure the business of the Railroad?

***Melvin:*** "I do not believe that the increased cost of tickets by as much as $1.00 would seriously injure the railroad's business unless recreational travel generally is affected by a business recession."

**4**) Since the year 1966 how many people have purchased tickets each year on the Railroad?

***Melvin:*** "The records on file with this office do not indicate the number of passengers handled by this railroad. Total revenue and expenses, however, from 1965 through 1969 are available. We do not have the figures for 1970 yet. They are shown on an accompanying sheet.

| Year | Operating Revenue | Operating Expenses | Maintenance of Way | Maintenance Equipment | Transportation Expense |
|---|---|---|---|---|---|
| 1965 | $218,247 | $198,391 | $23,564 | $53,240 | $52,272 |
| 1966 | $259,273 | $218,933 | $18,206 | $50,766 | $74,739 |
| 1967 | $223,835 | $209,744 | $23,069 | $48,792 | $53,214 |
| 1968 | $184,367 | $197,853 | $31,051 | $48,369 | $49,673 |
| 1969 | $255,908 | $256,170 | $30,744 | $52,728 | $73,868 |

**5**) Is it your opinion that the business of the Railroad will increase, decrease or remain about the same?

***Melvin:*** "From the figures shown in answer No. 4 it would appear that there should be some variation in the future, but no substantial increase."

**6**) How was the Railroad done financially during the last 5 years?

***Melvin:*** "This question is answered in No. 4"

**7**) How much of its gross income has been used for the maintenance of right-of-way?

***Melvin:*** "The answer to this question is in the accompanying table."

**8**) In your opinion, has the condition of the roadbed and trestles improved, deteriorated or remained about the same?

***Melvin:*** "It is my opinion that the condition of the roadbed and trestle has improved since 1967."

**9**) Is the Railroad safe for the transportation of passengers?

***Melvin:*** "I believe that the railroad is safe for the transportation of passengers. Otherwise, it would be my duty to recommend action to suspend operations."

**10**) Has the condition of the rolling stock generally improved, deteriorated or remained about the same?

***Melvin:*** "The condition of the cars has been improved somewhat in recent years. The appearance of the locomotives has changed little, although in my opinion they have been adequately maintained and some improvements in appurtenances has been accomplished."

**11**) Over the next 10 years are there any extraordinary capital investments that will have to be made in order to maintain the Railroad in acceptable operating condition?

***Melvin:*** "Barring unforeseen weather conditions or accidents, I know of no extraordinary capital investments necessary to maintain the railroad in safe operating condition. I have not used the word "Acceptable" because the definition of the word varies substantially between individuals."

Director Melvin concludes his letter to Chairman Sherman by writing, "It is realized that to some the sight of a wooden trestle with oil smeared ties and a weather beaten appearance, together with sooty smoke from a locomotive is an unattractive exhibition, while to others it is a real pleasure bordering on the meeting of an old and sincere friend. I believe that the railroad is an attraction to the area and not a deterrent. If a fee is to be retained for the management of the summit from each rider of the railroad and each person who travels over the carriage road I would believe, that in all fairness, a reasonable fee should also be collected from each hiker who enjoys the summit house. The facilities to be provided are, in my opinion, as necessary to one as it is to another. The distribution of costs should be shared in accordance with the relative benefits."

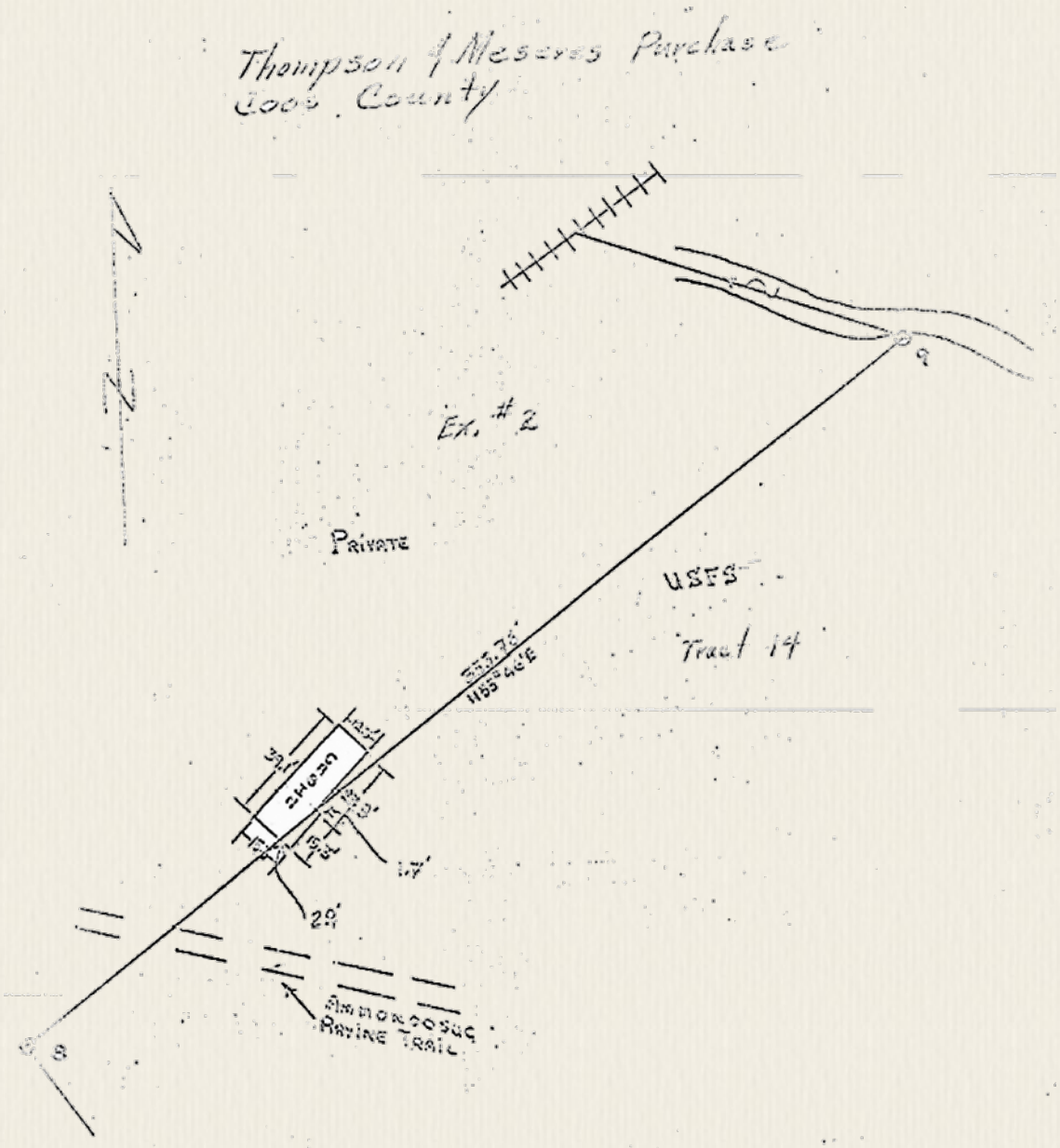
## ➤1971➤

**US Forest Service Special Use Permit Amendment #1**
**Mount Washington Cog Railway Co. Water Supply**
**White Mountain National Forest**
**September 17, 1971**

For Water Supply issued to Mt. Washington Cog Railway Company, on 10/22/54 which is hereby amended as follows:

To include an area of approximately thirty-six (36) square feet located on the east side of the boundary line 102 feet, more or less, northeast of Corner 8 of exception #2, Tract No. 14, Thompson & Meserve Purchase, Coös County, State of New Hampshire.

This area is presently occupied by the corner of a cabin owned by the permittee constructed on exception #2 which extends across the boundary onto National Forest land as shown on the attached map *(below)* which is a part of this amendment.




| | | | |
|---|---|---|---|
| PERMITTEE | NAME OF PERMITTEE<br>Mt. Washington Cog Railway Company | SIGNATURE OF AUTHORIZED OFFICER<br>(President)<br>TITLE s/Mrs. Arthur S. Teague | DATE<br>9/17/71 |
| ISSUING OFFICER | NAME AND SIGNATURE<br>K. I. SUTHERLAND | TITLE<br>Acting<br>Forest Supervisor | DATE<br>9/20/71 |

GPO 882-824 2700-23 (10/69)

**Warranty Deed**
**Ellen C. Teague to**
**Mount Washington Development Company**
**August 30, 1971**

I, Ellen C. Teague of Fabyans, Coös County, New Hampshire, for consideration paid, grant to Mount Washington Investment Company and Washington Woods Investment Co., Inc., as co-partners doing business under the name and style Mount Washington Development Co., a partnership organized under the laws of the State of Pennsylvania and maintaining a place of business in Bretton Woods, County of Coös, State of New Hampshire, with WARRANTY COVENANTS:

A certain lot or parcel of land, together with the passenger station and baggage building located thereon, situated at Fabyans in the Town of Carroll, County of Coös, State of New Hampshire, bounded and described as follows:

Beginning at a point on a line extending S 58° 25' W from the center or base line of location of Maine Central Railroad Company (Portland and Ogdensburg Railway), as established by the Federal Valuation Survey dated June 30, 1916, at Valuation Station 4315 + 23.3; said point being thirty-five (35) feet from said center or base line as measured along said line;

Thence S 58° 25' W seventy-five (75) feet, more or less, to the State Highway Route 302, so-called;

Thence by said State Highway N 52° 17' W thirty-seven and forty-one hundredths (37.41) feet;

Thence on a curve to the left having a radius of thirty-nine (39) feet by land now or formerly of James Zack one hundred seventeen and four tenths (117.4) feel;

Thence N 44° 49' W by said last mentioned land three hundred forty (340) feet;

Thence on a curve to the left having a radius of sixty-two (62) feet, still by said last mentioned land two hundred two and eight tenths (202.8) feet to the said State Highway;

Thence by said Highway on two courses as follows: N 52° 17' W forty-six (46) feet and N 59° 20' W fifty-eight and two hundredths (58.02) feet;

Thence by other land of said Zack on three (3) courses as follows: N 59° 26' E one hundred fifty-two and seventy-five hundredths (152.75) feet; N 39° 18' W two hundred nine and forty-six hundredths (209.46) feet and N 53° 06' W about two hundred thirty-five (235) feet to land now or formerly of Boston and Maine Railroad;

Thence N 41° 30' 30" E eighty-seven (87) feet, more or less, to a point thirty (30) feet southwesterly of, measured normal to, the aforesaid center or base line of location of Maine Central Railroad Company;

Thence southeasterly on a line concentric with and thirty (30) feet southwesterly of the aforesaid center or base line of location of Maine Central Railroad Company four hundred fifty (450) feet, more or less, to a point normally opposite said center or base line at Valuation Station 4320 + 00;

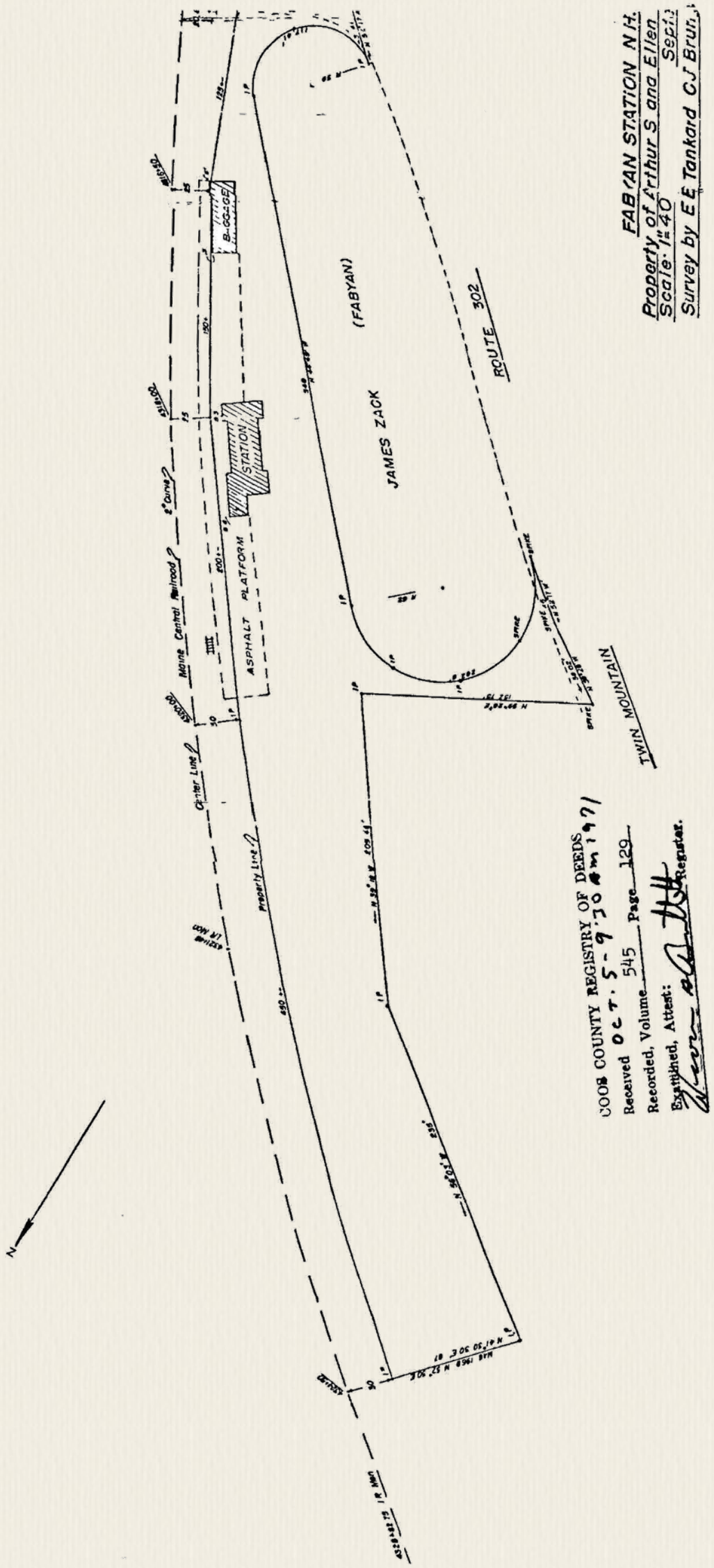
Thence southeasterly on a straight line two hundred (200) feet, more or less, to a point twenty-five (25) feet southwesterly of, measured normal to, said center or base line of location of Maine Central Railroad Company, at Valuation Station 4318 + 00;

Thence southeasterly on a straight line one hundred fifty (150) feet, more or less, to a point twenty-five (25) feet southwesterly of, measured normal to, said center or base line of location of Maine Central Railroad Company, at Valuation Station 4316 + 50;

Thence southeasterly on a straight line one hundred twenty-five (125) feet, more or less, to the point of beginning.

Being the same premises conveyed to Arthur S. Teague by deed of the Maine Central Railroad Company dated March 15, 1960, and recorded in the Coös County Registry of Deeds, Volume 462, Page 341.

# Documents - 1971



Being the same premises conveyed to the grantor and Arthur S. Teague as joint tenants with rights of survivorship by deed of Arthur S. Teague dated May 17, 1967, and recorded in the Coös County Registry of Deeds, Volume 506, Page 289. The grantor is the surviving joint tenant. Reference is made to the Estate of Arthur S. Teague, Coös County Registry of Probate.

The within conveyance is subject to the restrictions contained in the said deed to the grantor from the Maine Central Railroad Company.

Excepting and excluding from said premises a small tract of land at the southeasterly corner of the premises described above, bounded and described as follows:

Beginning at an iron pipe driven in the ground, which pipe ls located on the northerly side of Route 302 at land now or formerly of James Zack; thence on a curve to the left having a radius of 39 feet by land of said Zack 88.1 feet to a point; thence North 44° 49 ' West 30 feet more or less to a point; thence turning and running South 58° 24' West a distance of 50 feet more or less to a spike driven in the ground at the intersection of Route 302 and the road leading to the Base Station of the Cog Railway; thence North 52° 17' West 57.41 feet to the point of beginning. The grantees by acceptance of this deed agree that so long as they own or control the premises now or heretofore owned by James Zack which adjoin the within described premises, the grantees, their successors and assigns, will not construct any buildings or other structures which will obstruct the sign of the Mt. Washington Railway from view of a motorist traveling south on Route 302 from a distance of 250 feet provided that said sign is located not more than 55 feet from the edge of Route 302 and is not less than 24 feet in length and 10 feet in height, and provided further that the grantees at their option may relocate said sign in any position which gives equal visibility in which case the aforesaid building restrictions shall not apply. It is a condition to the grantor's right to enforce these restrictions that the aforesaid sign to be at all times maintained in good order and repair.

I, Ellen C.Teague, being single, release to said grantees all rights of dower and homestead and other interests therein,

WITNESS my hand and seal this 30th day of August, 1971

Before me , the undersigned officer, personally appeared Ellen C. Teague known to me or satisfactorily proven to be the person whose name s subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained

Ellen C. Teague

Notary Public / Justice of the Peace

**Ellen C. Teague Letter**
**RE: Change in Management Oversight**
**November 16, 1971**

This past summer I was very disappointed in the behavior and control of our cog boys. I am not outwardly blaming you or Paul *(Dunn)*, but I definitely will not go through another summer of this sort. Therefore I am making several changes. I do appreciate all that you have done for the company in the past years years but I have definitely decided that I cannot afford to have you return in the same capacity over train crews, and as there is no other job available to offer you, I am very sorry that I can't ask you to return for the season of 1972. (Editor's note: This employee did return and would spend two more years working with Paul Dunn.) There are many changes that I will have to make because I felt the lack of loyalty and responsibility and this I will not approve of for another year. Perhaps the boys were too young but this year I let Paul choose the crews and I was more than disappointed to see what I saw. Therefore I will have to pass my approval on whom will be re-

employed for the season of 1972. It is with regret that I write this but know it is best for the railway and is what Art would want me to do. He told me if any one ever showed disrespect to me he would not stand for it, and as I feel those I trusted did not donfide in me I have to reorganize. Please feel that you and yours are always welcome and I will miss the children.

Most Sincerely, *Ellen Teague*

## ≺1972≻

**US Forest Service Special Use Permit Amendment #2**
**Mount Washington Cog Railway Co. Water Supply**
**White Mountain National Forest**
**March 16, 1972**

For Water Supply issued to Mt. Washington Cog Railway Company, on 10/22/54 which is hereby amended as follows:

1. The following is hereby added as new Clause 18:

18. Service Charge

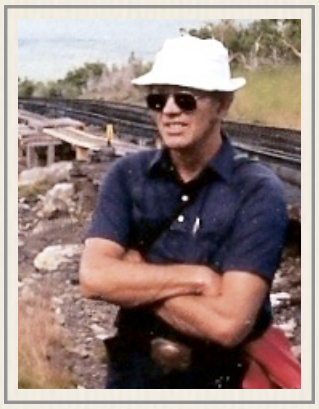
A service charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The service charge shall be one (1.0) percent per month of the fee from the date statement and fees were due or $15, which ever is greater. If a due date falls on a non-workday, the service charge will not apply until the end of the next workday.

Except insofar as stated herein, the original permit and all rights, conditions, restrictions, and privileges therein shall continue in full force and effect and shall apply equally to this amendment.

| | | | |
|---|---|---|---|
| PERMITTEE | NAME OF PERMITTEE<br>MT. WASHINGTON RAILWAY CO. | SIGNATURE OF AUTHORIZED OFFICER<br>S/ Ellen Teague-<br>TITLE Pres. | DATE<br>3/22/72 |
| ISSUING OFFICER | NAME AND SIGNATURE<br>ROBERT R. TYRREL | TITLE<br>Forest Supervisor | DATE<br>3/16/72 |

GPO 892-824

## King Opening Day Inspection
## June 18, 1972



On June 18, 1972, inspector Walter King *(right)* "made a limited visual inspection and operation check of the Mt. Washington Cog Railway. This was the first day of the abbreviated daily schedule, two trips per day. The first train department 11:00 a.m. and the second at 2:30 p.m. The same engine and car were used on both trips. The engine was No. 4 "*Base Station*" *(Editor's note: This would indicate the No. 3 Base Station was using the No. 4 tender usually attached to the engine Summit)* and the car was aluminum "*Thelma* car". The crew consisted of Richard Terrill, Engineer; Freeman Frye, Engineer Trainee; Jerry Smith, Brakeman; Daniel Kitchen, Brakeman Trainee and Mike Poché, Fireman. All members of the crew were prompt and courteous. The operation of the train was smooth and within a reasonable speed, considering the condition. At each switch the train came to a complete stop before traversing the switch. A member of the crew flagged the train through the switches while watching the running gear.

Mr. Paul Dunn, General Manager was at the summit with two men from the work train that was at the Skyline Switch. During the ride back to the Skyline Switch Mr. Dunn related some of the spring work that had been done up to that time and of the problem that he was having employing engineers and brakemen. The maintenance crew was reasonably complete. One man had left the shop a week earlier, but it was felt that most repairs needed could be met. The rebuilding of the frame under car No. 4 would be delayed due to the short-

age. Mr. Dunn stated that as the employment condition now stands, he and Robert Kent, the trainmaster will be operating as engineers. He also feels that this lack of crew may cut down the volume of business.

Upon reaching the skyline Switch Mr. Dunn and (King) proceeded to walk down the track as far as the Long Trestle. Several areas of repair were pointed out and much of what was contemplated for the summer and fall work season was discussed. Before the regular hourly schedule begins it is desired that all major timbers scheduled to be replaced can be completed, leaving only those repairs that can be done with a full schedule of trains. At this date *(6/18)* 23,000 board feet of timber had been replaced." (An additional 6,685 board feet were replaced through July 1, 1972)

"Aside from the new timbers an interesting fact is the replacement of some of the cog rack and center pieces. Eventually all the single center pieces will be replaced with double center. The cog rack replacement has created a problem. Due to the downhill movement of the rack, when a new length is put in place the spacing of the last spool of the new rack and the first spool of the old rack is not uniform with the spacing within the rack itself. Therefore, to correct the problem several racks were ordered and received with the spool spacing .020 wider than normal. This makes the entire rack some ¾ of inch longer. Two of these racks are now in place and appear to function well. Previous to using the oversized rack a new rack was cut and welded to make it longer. This proved to be costly and not as evenly spaced. One rack was cut in 13 places and welded, making the entire rack ¾ to 1-inch longer.

Bracing was discussed to the extent of learning if any new type of fastener had been developed. Mr. Dunn related that none had as yet. In general, the maintenance of the track and trestles is progressing on a reasonable schedule. The train operation was good with no problems of any importance arising.

- signed: *Walter W. King (right)*– Jul 13, 1972

**Copy of Timber Report to ECT**
**July 1, 1972**

*(Ed note: On July 3rd Cog GM Paul Dunn sent Transportation Director Winslow Melvin a copy of a report Dunn had submitted to Railway President Ellen C. Teague at the start of the month.)*

"Win – this is the report I promised Walter King I would put together at the end of our spring (repair) program. - signed: *Paul*"

Track timber input during our spring program was:

| | | | |
|---|---|---|---|
| Stringers | 83 | 16,770 | Bd. Ft. |
| Stringers – half | 6 | | |
| Sides | 50 | 3,200 | |
| Centers – pairs | 47 | 4,935 | |
| Horses | 17 | 4,250 | |
| Ties | 30 | 600 | |
| | | 29,685 | Total Bd. Ft. |

**Sunset Special Breakdown**
**July 22, 1972**

On Saturday, July 22, 1972 the 6 p.m. train consisting of Engine No. 3 *(Base Station)* and Car No. 5 left Marshfield Station at about 6:15 for the final trip of the day. The crew was Allen Warner, Engineer; John Bolton, Fireman; Nat Williams, Brakeman. Each member of this crew has been with the railway for two years. The following is information submitted by the crew:

On the ascending trip the engine had to make two unscheduled stops to build up steam enough to continue before reaching the Skyline Switch. Upon reaching the switch, the passengers were given a choice of continuing with the trip or returning to the base on the descending train *(they were meeting at Skyline.)* All passengers de-

cided to continue on to the summit according to Brakeman (Williams). It was explained to (King) that the fire had not been properly cleaned; this resulted in the loss of steam.

Upon the return trip leaving the summit at 9:00 p.m. *(the time the train was normally scheduled to arrive at the Base)* about halfway between Long Trestle and Jacobs Ladder the train started a sudden increase in speed downhill. Due to quick action of the crew the train was stopped in about 40 feet. After inspecting the train, it was learned that the rear crank shaft was broken. The break occurred at approximately 9:30 p.m. A relief train was dispatched to bring down the passengers. At 1 a.m. all passengers were back at Marshfield and were served free coffee and donuts. There was also free coffee available at the summit through the efforts of the crew. Arrangements were made by the Cog Railway to ensure all passengers a place to spend the night. All fares were refunded and general the spirits of the passengers was high. There were two people who consistently tried to create a problem. Both were finally informed by other passengers to quote "shut up."

The brakeman (Williams) claimed that many people tried to connect the bad fire on the ascending trip to the broken shaft on the descending trip. This was explained as not so by the crew. Eventually the general spirit of the passengers rose after this was explained and that the train could not move because it was on the ratchet. The weather was cool with no wind.

The shaft… according to Paul Dunn, General Manager, was placed in service in May of 1964 and last out in September of 1970 for bearing repairs. It would appear that the crew handled the situation most remarkable under the conditions present. It would further appear that the break was nearly ⅔ old crack and finally gave way under the stress of the downward forces exerted on the shaft through the drive gear by the weight of the descending engine and car. It was an unfortunate circumstance that it broke on the way down after dark rather than on the way up in daylight."

- signed: *Walter W. King* - Aug 29, 1972

**Cog Railway Inspection**
**August 8, 1972**

State transportation inspector Raymond M. Howe "conducted an inspection with attention paid to the operation by the train crew and the operations by the crew at switches at both Waumbek and Skyline siding, also the replacement of timbers and equipment used. Mr. Paul Dunn, General Manager for the Cog Railway, was contacted and in our conversation, it was learned that he has had a problem with crews to operate the trains. They have enough crews but there have been times when they failed to report (for work). Mr. Dunn said he himself has had to operate as an engineer. Mr. Dunn supplied with his ledger showing all timbers replaced in 1972. This I would use as a guide on the ride up the mountain. Mr. Dunn introduced (Howe) to the crew which consisted of Norman Koop, Engineer; Ted O'Neil, fireman; Mike Emery, Brakeman. This crew was all college students, the engineer and fireman were from Philadelphia and the brakeman was from Vermont. (Howe) observed the crew engineer and fireman checking the engine, oiling, greasing and an overall check. The brakeman was cleaning out the passenger car and washing windows. It was learned that this is done on every trip. Mr. Dunn informed (Howe) that this year, 1972, they had replaced 30,000 feet of timbers. The weather was cloudy at the start of the trip up the mountain and at approximately 1,000 feet up the visibility was very poor, no more than a few feet.

(Howe) observed the switching of trains at both Waumbek and Skyline siding. The brakeman informed the passengers that there nine individual moves in order to switch a train from a main line onto a siding. After the switching operation had been accomplished, the brakeman had the train proceed on the siding by a hand signal given to the engineer. The brakeman while giving hand signals continually watched to see that the train proceeded onto the siding without incident. The brakeman on the trip pointed out points of interest to the passengers."

(Howe) proceeded to the repair shops at the Base Station and talked to Mr. Niles LaCoss in charge. The equipment presently in operation are engines 1-2-3-4-6 and 9. Passenger cars in operation are 1-2-5-6-7 and *Thelma* (No Number). (Howe) was taken to a new engine that is being built in the shop. Mr. LaCoss said that the engine has been in the building process for over a year and will be in working order shortly. (Howe) noted

that they were sending up two trains each trip. Both trains being sold out and people waiting for the next trip. (Howe) also noted new timbers along the right of way. The crew proceeded with their work in an efficient manner. - signed: *Raymond M. Howe* – Aug 10, 1972

### Broken Shaft Above Halfway
### August 22, 1972

State inspector Warren King was conducting a routine operations and track inspection at the Cog Railway on August 22, 1972 when "the first train of the 11:00 a.m. "Double Header" broke the front crank shaft between Halfway House and Jacobs Ladder at 11:45 a.m. The second train returned to Marshfield and dispersed its passengers and returned to the disabled engine No. 9 *(Waumbek)* with the repair crew and relief car. A platform was constructed around the disabled engine on the south side of the tracks. The passengers were then transferred to the relief car and returned to the Base Station at 2:25 p.m. There were two trains (above the breakdown) at the Skyline Switch that returned to the summit to await further instructions. The passengers (on those trains) were informed of the situation and were given a choice of returning via the railway or descending via the auto road. Six passengers elected to return to the Base via the auto road. The remainder of the passengers descending via the railway were transferred around the disabled locomotive and into relief trains.

The broken shaft was replaced on location of the accident. This shaft broke in the center of the shaft inside the center of the bearing breaking the bearing as well. Upon investigation the undersigned discovered this was not entirely a new break. Approximately ⅔ of the shaft was cracked prior to August 22. The repair journal at the shop shows that this shaft was new in 1963. It was purchased on August 20, 1962, received October 22, 1962, and installed in May of 1963. New journals were installed in July of 1971 and the shaft was last out in June of 1972 for re-babbitting. Repairs were completed and all trains were back at Marshfield at about 6:30 p.m. The Engineer was Dave Kurz; Fireman was Ted O'Neil; the Brakeman, Dana Kirkpatrick. The crew handled the situation with passengers most remarkably. The weather was clear and warm with no wind."
- signed: *Walter W. King* – Sept 6, 1972

### Mid-September Inspection
### September 15, 1972

On Friday, September 15, 1972 (inspector Walter King and) Transportation Director Winslow E. Melvin went to the Base Station to conduct an equipment and track inspection of the Mt. Washington Cog Railway. At the shop engine No. 3 *(Base Station)* and No. 4 *(Summit)* were in the process of being repaired. Engine No. 8 *(Tip Top)* has been disassembled due to a broken frame. This engine will be taken to Hanover to Niles Lacoss' shop this winter for rebuilding. Engine No. 3 was having a new smokestack attached and No. 4 was receiving a new front crank shaft and bearings.

Engines that are available for use are Nos. 1, 2, 6, 9 and 10 which is the new *Col. Teague*. No.1 *(Mt. Washington)* was on the siding at Marshfield, No. 10 was being fired at the shop (pix with rpt) and Nos. 2 *(Ammonoosuc)*, 6 *(Great Gulf)* and 9 *(Waumbek)* were in use on the day of this inspection.

Mr. Paul Dunn, General Manager, accompanied (King) and the Director (Melvin) up the mountain on the 1:00 p.m. train; Engine No. 6 *(Great Gulf)* and Car No. 6. Several areas of safety and maintenance were discussed on the trip. Due to the lack of available maintenance crew there has been little routine type work done on the track structure. However, safety has not been neglected; if repairs were necessary to ensure safe operations, they have been completed. Most of the crew returned to fall and winter activities early this year. There are enough men available to make up three train crews and a small force for repair.

The track and trestle are in good repair. There has been much work done at Waumbek Switch, new timbers and tightening of some joints. It was at this switch that a hinge joint on a section of the switch was discovered to be loose. It would create a problem inasmuch as the rest of the switch had been tightened. Due to the watchful eye of a crew member, a derailment was averted (on this trip). Mr. Dunn promised to have this fixed

immediately. Basically, the track, trestle and equipment are in good condition. The crews are alert and courteous. It is the opinion of the undersigned that the one factor in the highest of priority expressed by the General Manager and members of the crew that were interviewed would be safety of the passengers."

- signed: *Walter W. King* – Sep 20, 1972



**1972 Track Inspection Summary**
**October 6, 1972**

On August 17, August 22 and on August 23 and September 5, (state inspector Walter King) made track and trestle inspections of the Mt. Washington Cog Railway. Each day a different section of the track was inspected until the entire three mile length had been covered. *(King then lists timbers replaced in 1972 and lists timbers in need of replacement or repair in 1973).* Several sections of new cog rack have been put in place. There was no welding done as a maintenance feature this summer *(1972)* due to the lack of labor. The same could well be said of the routine up-keep of the track and trestle. Only those areas that were found to be in need of immediate attention were attended to. However, the track was not neglected.

A great deal of discussion was held at the various meetings with Paul Dunn, General Manager of the railway, about the maintenance and the labor problem. It was revealed that due, mostly, not being able to get qualified personnel and secondly to what crew was available had to return to college and winter duties earlier than usual, the overall replacement of timbers schedule was delayed. Most of the work will have to be done in the spring working season of 1973. Aside from the two broken crankshafts, of which reports were submitted, there were only minor instances where mechanical failure caused any delay in the train schedule. In most cases the delay was less than an hour.

A complete search of the shop log kept on the engines was made by (King) to try to determine if there was some sort of pattern that could be related to the broken shafts and other mechanical problems. None could be located, Mr. Dunn made a similar search with the same finding. A final check for the season will be made during the week of October 9, 1972. At this time a passenger summary and the 1973 maintenance program will be discussed." - signed: *Walter W. King* – Oct 6, 1972



**King's Final 1972 Inspection**
**October 11, 1972**

State inspector Warren King wrote to his boss, Transportation Director Winslow Melvin: "Upon arriving at the Base Station at 9:45 a.m. it was noted that one train had already started to ascend the mountain. At 10:00 a.m. a second train left for the summit. Both trains were filled to capacity and would operate as a double-header on this trip and for the remainder of the day. In doing this the trains would not wait at either switch. There would be no changing of the switches, thereby cutting nearly one-half hour from the round-trip schedule.

A third train and work crew went as far as Waumbek tank. These three trains took the entire crew, except for two maintenance men, that remained after the summer season closed on Labor Day. It was explained by General Manager Paul Dunn that in situations of this type when no engineer was at the Base Station, the closest available engineer would be no further away than Waumbek Switch.

In reviewing the 1972 season with past years and trying to project the coming year as far as timber replacement is concerned, it was found that the work is behind schedule. As reported in previous memorandums this was due primarily to the labor problem. Nearly 30,000 board feet of timber have been replaced during the 1972 season, however, this is not up to what was planned. It is a reasonable amount of timber replacement, somewhere around 3 per cent of the total. The proposal for the 1973 seasons is to purchase 25,000 board feet and use 5,000 feet from the stock on hand. Mr. Dunn indicated that much of next year's timber should go into side pieces and centers with some new ties.

It was also learned that the fall passenger traffic has increased again this year over last year as it has in the past three years. In discussing passenger count, Mr. Dunn claimed that the Cog Railway as a unit, aside from the other interests of the company, made a good profit during the 1972 season. The new engine No. 10 the *Col. Teague* has been in full use since September 24. There have been some minor mechanical difficulties with this new engine, but they did not cause any problems. Minor difficulties should be expected with any new mechanical device.

It would appear, despite the repeated mechanical and labor problems that plagued the Railway, that safety and comfort of the passengers was first on the priority list."

- signed: *Walter W. King* – Oct 19, 1972

**Melvin's Final Day of Season Inspection**
**October 15, 1972**

"Sunday, October 15, 1972 was the last date for operations of the Mt. Washington Cog Railway. (State Transportation Director Winslow Melvin) went to the Base Station and encountered strong winds and snow from Franconia Notch to the base. The road from Fabyan to the Base Station had been covered with ice and snow but had been salted to avoid a very slippery condition which had existed earlier in the day. Upon arrival it was fond that no trains had been operated for carrying passengers on that day. The winds at the summit were 70 miles per hour and above, very cold and snow. Engine No. 4 *(Summit)* had been operated to Waumbek on that date for the purpose of draining the water tanks for the winter. All of the locomotives were placed in the engine house, the fires had all been dumped and the boilers blown down and drained. Thus, a complete cessation of service was affected for the 1972 season. While weather conditions did not adversely affect railroad equipment, personnel were engaged in thawing out water pipes at the facilities of the Marshfield Station at the base of the mountain. The 1972 season has come to a close on this railroad with no report of injuries to passengers or employees." - signed: *Winslow E. Melvin* – Oct 18, 1972



## ≺1973≻

### King's Spring Inspection 1973
### May 14, 1973

On May 14, 1973, (state inspector Walter King) made a routine spring inspection of the Mt. Washington Cog Railway. This inspection or survey as it might be called was not prearranged. Mr. Paul Dunn, General Manger, was interviewed for about half an hour concerning various aspects of the railway's operation. Everything from coal to personnel was discussed. As it now stands, a full crew will be on hand for the coming season. Many of last year's crew will be returning. A new maintenance foreman has been added. He is Pliney Granger (Jr.) who is no stranger to the Cog Railway.

Engines number 1, 2, 3, 4, 6, 9, and 10 are going to be operable with only routine maintenance. Numbers 3 *(Base Station)* and 4 *(Summit)* were on the mountain the day of the inspection. Numbers 6 *(Great Gulf)* and 9 *(Waumbek)* were having rings replaced. Numbers 1 *(Mt. Washington)*, 2 *(Ammonoosuc)*, and 10 *(Col. Teague)* are okay. Number 4 will be taken from service later on. The boiler will be removed and placed on the frame that was rebuilt in Hanover this past winter.

Cars numbering 1, 2,4, 5,6, and 7 and the Aluminum car *(Thelma)* will be ready for service. Number 6 has a one broken window. Number 2 is having work done on the roof. The Aluminum car *(Thelma)* has seven cracked windows; many cracks do not go clear through the glass. Number 5 has some small tears in the seats.

One work train and crew were at Waumbek Switch. All timbers at the switch are to be replaced in the main line first, then the siding will be done. It was not known how far up or down the track the replacement work would extend. It was at this switch that several trains were derailed during the 1972 season. The biggest problem was that many of the moving and stationary parts of the switch were worn and could not be held in place. In addition to the timbers, some of the switch itself will be repaired or replaced. Mr. Dunn said the timber replacement schedule would not include much of the larger timbers, i.e. bents, caps, and stringers. However, it was revealed that nearly 20,000 board feet of timber was expected to be changed. It would include side pieces, ties, center, and braces.

Generally speaking, it would appear that the railway should have a good season. Many of the problem areas seem to be solved at this time as mentioned above."

- signed: *Walter W. King* – May 14, 1973

*Editor's Note: Between inspector Walter King's mid-May visit and opening day a problem cropped up as the boilers were being pressure tested for use. A detailed account of how the problem was discovered can be found in Vol. 4 Appendix - 1973 The Troubles section. The following are full copies of various reports found in the files of the NH Department of Transportation, the NH Public Utilities Commission and Cog Railway attorney Jack Middleton.*

### Kemper Insurance Boiler Inspection
### June 6, 1973

On June 6, 1973, engineer James N. Melanson of the Kemper Insurance Lost Control Engineering Department made an inspection visit to the Mount Washington Cog Railway. Based in North Quincy, Massachusetts, the engineering department at Kemper provided engineering services to four other insurance companies; Lumbermens Mutual, American Manufacturers Mutual, American Motorists and Federal Mutual Insurance Cos. Melanson was based in Huntington, Vermont. Following his visit, his boss Loss Control Engineer E.P. Hahn sent the following recommendations to Paul Dunn on June 13, 1973

**ALL BOILERS**

***Recommendation: MANDATORY*** *(compliance is required)*

"In the future all boilers at this location must be hydrostatically tested at a pressure not less than one and one-half times the maximum safety valve pressure. Our local inspector *(Melanson)* should be notified at least one week prior to testing, so that he may be present to witness these tests. It is suggested that four boilers be tested in one day to expedite this program. Internal inspections, will of course, also be conducted annually.

***Recommendation: ADVISORY*** *(compliance is requested)*

A program of boiler replacement should be undertaken as the age and general deteriorated condition of these boilers are such they are not reliable for extensive future service.

***Recommendation: MANDATORY***

Each operating boiler should be removed from service as soon as practicable. Inspection windows should be cut in the furnace sidesheets, and the condition of the staybolts noted, and replacement made as indicated by inspection.

***Recommendation: ADVISORY***

A program of completely renewing all staybolts, excluding No. 10, should be instituted. It is suggested that ⅓ of the staybolts in each boiler be replaced each year for the next three years, at which time, all staybolts will have been renewed. It is quite probably that a number of crown staybolts will also have to be renewed.

***Recommendation: MANDATORY***

It is also noted that the unstayed area below the tubes, front tube sheet, and smoke box area in several boilers shows serious signs of corrosion. Drill tests should be made of these areas to determine the thickness and whether repair is needed.

***Recommendation: ADVISORY***

At the time of the annual Fall shutdown, it is recommended that the front flue sheet inside the smokeboxes be coated with a heavy oil or grease. Due to winter snows and rains concentrating in this area, the metal is particularly vulnerable to corrosion.

***Recommendation: MANDATORY***

When replacing the metal plates removed from the sidewalls for inspection of the sidewalls, back-up strips must be used. Our Inspector *(Melanson)* states that he has granted only Mr. Niles LaCoss permission to make these welds. Any other person or persons, other than Mr. Lacoss, unless that person is an ASME certified welder and employed by a certified boiler or repair concern engaged normally in this type of repair, will result in the suspension of the boiler operating certificate, without which these units cannot be legally operated. This recommendation was thoroughly discussed with Mr. LaCoss at the time of the inspection, and sketches were made as to the type, mode, and manner of repair.

The conditions outlined were discussed with Mr. Paul Dunn and Mr. Niles LaCoss at the time of the inspection, and it is our understanding will receive prompt attention"

- signed: *E.P. Hahn* – Jun 13, 1973

## Boiler Problems
## June 11, 1973

On June 11 1973, (state inspector Walter King) made a limited inspection of the boilers on locomotives number 3 *(Base Station)* and 4 *(Summit)*. This inspection is being made as a safety of operation factor, the reasoning being that the boiler on No. 3 failed its annual hydrostatic test at 25% above operating pressure. All of the other boilers passed this test. A hole was cut in the No. 3 boiler wall at the rear of the firebox from inside. This hole or window is about 4" wide and 8" long. With a flashlight and a mirror, the area between the firebox plate and the exterior plate on the rear portion of the boiler can be inspected and only this way. According to Paul Dunn, General Manager, the insurance company has requested that all boilers be retest at 50% above capacity and a window be cut for visual inspection. This request excluded No. 10 *(Col. Teague)* because it has a new boiler.

As near as can be determined by those records available, the boiler on No. 3 was new in 1909. It was further noted that this was the last boiler to be replaced (in the fleet.) The portion that failed the 25% greater test is outlined in red on the attached sheet. In this area all of the staybolts broke, allowing the interior and the exterior to bulge under the 180 lb. hydrostatic test. Niles LaCoss could not give an estimate as to how long this engine (No. 3) will be out of service. He claimed that 25 staybolts might be replaced per day providing no prob-

lems arise. After repairs are made, the boiler must pass the 50% greater test. The staybolt is of varying sizes from about ⅞" to 1¼", and in this particular section, approximately 3" long before heading over. They are of special wrought iron with 12 threads to the inch. In the outside end of each is a "tell-tale" hole 3/16" diameter by 1¼" deep. This hole is, as the name indicates, to inform of a broken staybolt. However, the problem is that the erosive or corrosive, whichever it may be, action is beyond the end of the tell-tale hole, and nearer the fire-box side. Therefore, the window is a must.

As the situation is now, locomotive No. 10 *(Col. Teague)* is operational. No. 1 *(Mt. Washington)* will be after other repairs are completed. No. 3 is out of service until 149 staybolts are replaced and it is retested at 216 lbs. No. 4 *(Summit)* passed the 216 lbs. hydrostatic test, but failed the visual. No. 6 *(Great Gulf)* has passed visual inspection but it must have the high hydrostatic test. No. 2 *(Ammonoosuc)* and No. 9 *(Waumbek)* must be retested at 216 lbs. and a window be cut for visual inspection.

This brings about the concern as to whether or not there will be locomotives enough to accommodate the passenger traffic. If those engines that are to be retested fail, it would appear the railway has problems. However, if they pass, it would appear that Engine No. 4 would be the first to be repaired followed by No. 3. The critical factor is the visual inspection. No criteria has been established as to what diameter is safe for a staybolt. The majority of the staybolts (seen) by this inspector were less than one-half their original size. Those that broke in Boiler No. 3 were of the size of a pencil or smaller. Should the boilers fail, this would put a strain on the engines available for service with no back-up power. The possibility of other problems could mean an even sharper cut in service, or as the case last year, broken shafts could mean the cancelling of the entire day's schedule.

To keep a smooth schedule, back-up power is needed. To accommodate a reasonable passenger traffic flow, more than 2 locomotives will be required. The problem that arises is this: What will the management propose to correct the situation? Repair is the logical solution. How (to repair) is a management decision. As soon as a minimum safe size of a staybolt is determined, a replacement schedule can be set up.

According to Mr. *(Paul)* Dunn, and Mr. *(Niles)* LaCoss, they are not boiler experts. They can repair and maintain; however, professional advice as to what is the margin of safety is required. The maximum operating pressure is 140 psi with a 146 psi blow-off and to this is added 25% for test or 180 psi - the only guide used in the past. Now that one has failed the test, the hydrostatic pressure has been increased to 50%. It would see logical to the layman if the boiler passed a hydrostatic test of 70 psi above blow-off pressure that it would be safe to use. Providing, however, that after a visual inspection of the staybolts revealed no major deterioration. This would be where the boiler expert would be a great help.

It would appear to this inspector that as a regulating body concerned with safety of operation and passengers, it would be in keeping with the responsibilities of this Commission to request a boiler expert be consulted... to determine what margin of safety should be set for a minimum staybolt size. It would be further opined that a boiler repair or replacement schedule be in order should the finding of the boiler test indicate a problem does exist." - signed: *Walter W. King* - Jun 14, 1973

### General Manager Problems
### June 19, 1973

On June 19 1973, *(state inspector Walter King)* investigated an alleged problem concerning the boiler problem and the management at the Mount Washington Cog Railway. On June 18, 1973, the Public Utilities Commission received a message from Paul Dunn, General Manager of the Railway, that he had resigned effective immediately. It appeared that the action was prompted by an order issued by the owner, Mrs. Ellen Teague, that the only back-up locomotive could be used as a regular schedule train and leave the railway with no back-up power at the Base. It further appears that the boiler inspection problems also have entered into the disagreement.

A memorandum filed June 14, 1973 by this inspector briefly outlined the boiler problem On the day of this investigation *(9/19)*, Locomotives No. 1 *(Mt. Washington)* and No. 10 *(Col. Teague)* were operating a passenger

schedule and No. 9 *(Waumbek)* was fired up for back-up power. These are the only engines available at this writing that can be used and No. 9 as back-up only. It has not had the new 150% hydrostatic test.

As far as any disagreement over labor and management between Mrs. Teague and Mr. Dunn is concerned, it was pointed out to both that this Commission would not become involved. However, the Commission does have an obligation to to the passengers to see that its order, which was issued in 1967, that a qualified manager or superintendent be employed by the railway is upheld. After much discussion separately with both parties involved, it was determined that Mr. Dunn was staying for a few days to act as a trainmaster, and he would make no decision as to maintenance. It was also pointed out that Niles LaCoss was leaving and Bob Kent, trainmaster last year, would not be coming if Mr. Dunn left. As of the evening of June 19, Mr. LaCoss was gone, Mr. Kent hadn't arrived and probably wouldn't, and Mr Dunn was officially through as General Manager, though his only concern is for the best interest of the Cog Railway. this was borne out by the fact he was still trying to get the four (4) locomotives repaired before June 30, the beginning of the hourly schedule. Mr. Dunn did succeed in acquiring the services of Dillon Boiler Service, Inc. of Fitchburg, Massachusetts to begin work on June 20.

On June 12, 1973, Mr. Dunn submitted a report on the situation of the railway as of that date to Mrs. Teague. A copy of that report is attached to and becomes part of the report. On June 13, 1973, the Kemper Insurance Company over E. P. Hahn, Branch Loss Control Manager, made mandatory and advisory recommendations to the railway to the attention of Mr. Dunn on the present and future boiler inspections and repairs. As of this date, June 20, the railway is still without a general manager."

- signed: *Walter W. King* - Jun 20, 1973

### A Call from Mrs. Teague
### June 20, 1973

***Memo to NH Public Utilities Commission:*** "*(The preceding & attached)* report from Inspector Walter King was submitted on the basis of his findings as of Tuesday, June 19 1973. About noon on Wednesday, June 20, Mrs. Teague called (Transportation Director Winslow Melvin) and indicated that a meeting has been held at 9:00 A.M. (that morning) and she felt things had been worked out between her and the General Manager *(Paul Dunn)* and employees and that Mr. Dunn was being retained in his position and that he was responsible for the train operations and the equipment used.

On Thursday, June 21, Mr. Dunn called to state that arrangements had been made between Mr. Jack Morgan and Mr Niles LaCoss to have him come back and to do so required an increase in pay. The arrangements had been agreed upon. However, they had not been authorized by Mrs. Teague so it is questionable at this point whether Mr. LaCoss will come back and whether Mr. Dunn will stay as General Manger. He (Dunn) has agreed, however, to remain while the boiler work is being performed, or is expected to, at least until the end of June. Until then the General Manger is Mr. Paul Dunn."

- signed: *Winslow E. Melvin* - Jun 21, 1973

### Railroad Service in New Hampshire
### June 29-30, 1973

Transportation Director Winslow Melvin briefed the N.H. Public Utilities Commission on how the recent storm affected rail lines in the Granite state at the end of June: "Because of the very heavy rainfall Friday and Saturday, June 29 and 30, various interruptions in railroad service were necessary because of washouts. The Mount Washington Cog Railway was isolated by highway between the Base Station and the Four Corners on Saturday the 30th because of a washed out highway for a distance of approximately ¼ mile.

Service between Woodsville and Berlin was interrupted by a washout between Woodsville and Whitefield, although it is felt that this can be repaired within a day or two.

## Documents - 1973

The most severe washout affecting the Boston and Maine was between Newbury and Bradford, Vermont. It is expected that this washout can be repaired before Wednesday, July 4. The Maine Central Railroad is out of service due to washouts between Waumbec Junction and Coös Junction in the Lancaster area.

The Central Vermont Railroad is expected to be out of service in and out of White River Jct. until Friday or Saturday because of severe washouts near Royalton, Vermont. It was learned that because of the CV washout cars are being transferred to the Boston and Maine in Brattleboro for a circuitous route via Mechanicsville, to points west which would ordinarily travel over the CV from White River Jct. to Vermont points."

- signed: *Winslow E. Melvin* – Jul 2, 1973

**Cog Railway Status Report**
**July 3, 1973**

***Memo to Winslow Melvin:*** Briefly, to up-date the situation at the Mt. Washington Cog Railroad since June 21, 1973. On that date, (state inspector Walter King) made an inspection of the locomotives. As reported in earlier memorandums, the Cog Railway has been having boiler problems. One Wednesday, June 20th, the Dillon Boiler Service, Inc., Fitchburg, Massachusetts arrived at the Cog Railroad to begin work on the boilers. On June 21, four of the seven locomotives were being repaired. Engine number 1 *(Mt. Washington)* and No. 10 *(Col. Teague)* were operating with No. 9 *(Waumbek)* as back up. Numbers 2 *(Ammonoosuc)*, 3 *(Base Station)*, 4 *(Summit)* and 6 *(Great Gulf)* were in the shop. No. 2 was ready to weld in new staybolts and test, after which it would be placed in service and No. 9 would be removed for visual inspection and 150% test. General Manager problems were still not settled; however, Paul Dunn was staying until June 30.

On June 28, 1973 another visit was made (to the Base Station). This was the final day the Dillon people could be there. As of 3 p.m., all boilers had been repaired; That is, as far as staybolts and welding was concerned. Numbers 1, 2, and 10 were operating with No 4 as a back-up power. Numbers 6 and 9 were tested and ready to be put together. Number 3 had not been tested yet. The General Manger situation remained unchanged. Robert Kent, trainmaster, began work on June 24. Niles LaCoss had returned. Mr. Dunn claimed his notice of June 30 still stands. However, Mrs. Ellen Teague was confident arrangements would be made with Mr. Dunn to remain for the 1973 season.

On July 2, another visitation was made. Engines No. 6 *(Great Gulf)* and No. 9 *(Waumbek)* were being readied for service. No. 3 *(Base Station)* had been tested. An internal inspection still had to be made. Mr. LaCoss said he was staying until the No. 3 boiler was ready for re-assembly. After that, he was definitely leaving. At least one other man from the shop, Steve Christy, who helps Mr. LaCoss with the internal inspection was also leaving.

Mr. Dunn was not at the Base Station on this day. However, Bob Kent did supply some information as to the status of the General Manager. It was revealed that Mr. Dunn had, in fact, terminated his employment at the Railroad as of June 30 as he had planned. He was staying on long enough to make an orderly transfer of authority to a new General Manger. However, he expected to be off the mountain by July 3rd. Mr. Kent said he was leaving with Mr. Dunn. He would work until Mr Dunn left the premises. It was brought out at this time that, as of July 2nd, most of the crew would be leaving also. It would not be a strike of sort; they would be leaving the employ of the Cog Railroad. Mr. Kent claimed he doubted if more than one or two engineers and firemen would stay. Possibly three or four brakemen would stay, and he was not sure as to how many of the new trainees would remain. This will create a problem with the hourly schedule. It appears that there will be difficulty in putting together more than two (2) crews with no back-up crew if the engineers and firemen do leave.

There is a new General Manager. He is Edward M. Clark of North Woodstock. He is one of the Clark's trained bears brothers. Mr. Clark has had nearly 30 years experience with steam engines. However, most of this is aboard a steamship. He has a certificate as Third Assistant Engineer of unlimited horsepower. Mr. Clark admitted he did not have any experience with the cog-type railroad or locomotives. He does have working knowledge and experience with standard steam locomotives. Mr. Clark is bringing in a James Moody of Lincoln to be the machinist and oversee the shop. Mr. Moody is presently employed with Oceanside Machine Shop in Plymouth, New Hampshire. He has very little, if any, boiler experience. Mr. Clark feels Charles Kenison can handle any boiler and engine repairs if a qualified machinist is available to prepared the parts.

Paul Dunn, Niles LaCoss and Bob Kent are trying to brief Mr. Clark on as much as possible about the operation, safety, track and trestle, and locomotives. He admitted he knows nothing of the switches. This is his first concern, to learn the switch and how it operates. He feels he needs to go through a simulated "engine in trouble on the Mountain" situation. Mrs. Teague feels she has a good manager in Mr. Clark and claims he highly recommended by several people, including Governor Meldrim Thompson. She is giving Mr. Clark the authority and power to make all necessary decisions concerning the operation, safety, and maintenance of the railroad. The authority was denied to Paul Dunn.

This covers the managerial aspect to the extent of status of the railroad and experience and qualification of the new manager. However, in discussing the operation and safety with Mr. Clark alone, he brought out some of the areas he felt needed attention. Mr. Clark wishes to spend more money on track and trestle repairs. He feels 4 or 5 new boilers are needed, now! It was further stated he felt that about $300,000 should be borrowed to up-grade the entire operation and all profits from the railroad must go back into preventative and corrective maintenance.

It is the opinion of the undersigned that these requests, were they granted would enhance the Cog Railroad greatly. However, these same requests have been made by Paul Dunn, only on a smaller scale, and refused by Mrs. Teague as being unreasonable. Taking this into consideration it would appear (quite) possible that Mr. Clark will discover he can't do all he feels necessary and this may jeopardize his position as general manager."

- signed: *Walter W. King* - Jul 3, 1973

**Status Report of Dartmouth College Note**
**July 13, 1973**

Marshfield, Inc.
Mt. Washington Railway
Mt Washington, New Hampshire

Gentlemen:

In connection with our examination of the accounts and records of Dartmouth College, we find that, according to its records, you are indebted to the College as of June 30, 1973 as follows:

| | |
|---|---|
| Date of Original Note | November 20, 1962 |
| Maturity Date | November 20, 1962 |
| Original Amount of Note | $143,000.00 |
| Type of Note | Mortgage Note |
| Terms of Payment | $ 4767.00 annually on princ. plus Int. |
| Interest Rate | 5-½ % |
| Balance as of June 30, 1973 | $ 90,278.47 |
| Date to which Interest Paid | November 20, 1972 |
| Security (if any) | Mortgage on Real Estate |

If the above information is correct, will you kindly certify to that effect in the space provided below and return one copy of this letter to us in the enclosed envelope. If incorrect, please furnish us with full details of any differences.

Very truly yours,
Please furnish the information as requested.

DARTMOUTH COLLEGE

By David K. Edson
Comptroller

# Documents - 1973

### Handwritten Notes on three 1973 Breakdowns
### Unknown – July 30, 1973 & Aug 2, 1973

Jitney Jr's February 2020 review of N.H. Transportation Department archives dealing with the Cog Railway turned up a photo of a broken shaft paper clipped to two pages of handwritten notes ripped out of a pocket notebook (mostly like Warren King's). The notes indicate the following:

"Front drive shaft *(on Engine)* #10 broke (photo) – new break within center bearing – some surface cracking within bearing area. Should be tested maybe bad shaft to start. *(The breakdown occurred on the)* 2:15 PM *(train which was)* full *(and was traveling)* upward. Al Warner – Engineer; *(Nat)* Williams – Fire*(man)*; B. *(Bruce)* Houck – Brake*(man)*" There was no date attached to the No. 10 Col. Teague's breakdown. The second page had notes on two problems.

"7-30-73 1 PM train – 3:30 PM broke Car #4 brake hanger – train held 1 hour delay. Full car downward – Eng*(ineer)* Bickford; Fire*(man)* Huber; Brake*(man)* Teague"

"8-2-73 #7 car *(on the)* 8am train ascending – *(broke)* front axle near cog gear left side – nearly full car – above S/S *(Skyline Switch)* – transfer pass*(engers)* – repaired - down at about 3 PM – Eng*(ineer) (Bill)* Bickford; Fire*(man) (Dave)* Huber; Brake*(man) (Glenn)* Gahagan"

While the details of the August 2, 1973 breakdown in the NH Transportation Department archives were few, the memory was still vivid to Fireman Dave Huber many decades later. Memorable because Cog postmaster Walter Mitchell was on the front platform of that 8 am train with his mailbag heading up to work at the Summit House, and it was Mitchell who figured out something wasn't right with the ride. Huber tells it this way: "One of my funniest memories of Walter was when I was fireman on the Three for Bill Bickford. At Skyline platform in the fog, I looked out the fireman's window to check the burn off and was shocked to see Walter trying to climb on the running board to get our attention. The bell cord broke when he pulled it and didn't ring the bell (in the cab). I told Bill he best stop quick. Long story short, the #7 coach had a broken shaft and the coach was acting very funny. Only Walter knew what was wrong and he was very nervous. The brakeman assured Walter nothing was wrong, but he knew better. It was broken between one of the brake drums and the cog gear, so the brake shoes ended up being sort of a wheel bearing for that side of the broken shaft. So up mountain fireman's coach wheel was rolling then stopping, then rolling to catch up. Funny thing is; I don't really know how we continued from there on. I think an empty coach was sent up and all our passengers transferred via Skyline Platform. We limped up to the summit somehow and then changed the shaft and cog gear at Summit, I think. Maybe we just limped back down with empty coach and some fancy rigging to keep shaft from working out."

### Ellen Teague Notification
### September 14, 1973

(To be read to the Commission) For Publication: Dear Mr. Melvin: In due respect to my Railway Company, I am notifying you at this time, prior to notifying Paul Dunn that his services will no longer be needed here with my Company after this 1973 season. Paul is to be notified by Jack Middleton, October 11th, and our season ends here, weather permitting, October 14th.

Since you are only concerned with the safety of the Railway, I will come straight to the point. It is now dangerous to continue to hire Paul Dunn, who is that kind of a man who thinks nothing can stop him. Since one year ago, Paul Dunn has blackmailed this Company, twice to get agreements for his retention here, as manager; last year before Labor Day and this year July 2nd through the 4th. He, my manager, quietly organized a walk out with Bob Kent. This was planned against me again to get an agreement that Paul Dunn would get an agreement to work here through December 1975; this would give Paul Dunn his maximum Social Security.

Last Tuesday evening, several of the boys called on me, here in my Hut, in order to notify me they would be glad to speak up the end of this season and to inform me that Paul Dunn had organized Bob Kent to preach to them and promised their raise in salary with retroactive pay back to June if they would stick with Paul against me. They realize now he was wrong. I will let them talk for themselves.

The wrong thing was that Paul Dunn, who led the walk out July 2nd, remained around those four days with the crews hanging around and having free meals. Steve Christy, age 24 and a mixed up boy with his parents and Niles LaCoss, as I have been informed by Troop F, called the PUC to inform you we were not running safely with crews. That was not so. I called in four of my reserve crews one of them being Joe McQuaid of the *Manchester Union*, a former engineer. Paul's orders were to stop us. Steve Christy pulled the pins from the Base Switch and the phone at the Base Ticket Office was slammed down when Joe McQuaid called from the Summit to make his return trip. Joe reported this to Walter King. I asked Joe later to keep all this publicity from the papers, which he did.

This summer, the tourists were here, business has been excellent and trains are running ahead of last year and 1971 because now Paul is making a point to run five and six trains which previously he had not done in 1971 and 1972. Actually we could and should have had seven trains in running order. What Paul Dunn hasn't done is track work and coach work safety; only last June Pliney Granger did track work at an extra cost to the Company. The coaches are in bad shape - brake linings and lack of repair. One of the wheels came off Coach #7 around Jacob's Ladder late July - lack of checking. Then August 6th the coach was sent up again not having been checked and was called down. Charles Teague has told me again and again he has asked Paul to order certain things, but Paul never did. Charles, himself, before Labor Day flew out to Michigan to check on brake linings and odds and ends for me.

To have Paul Dunn work for me any longer ***is dangerous***. He was hired ***to work with me, not against me*** and my family. *(Ed. note: Bolded phrases were underlined in original document)*

The boys here now realize Paul Dunn is treacherous for his own gain. It reminds me of long ago, on this Railway, when Mr. Lyon of the B&M, back in the 1890's, took over possession of this Railway from Sylvester Marsh by pushing him out and making serve only as President and gained control of his stock. Paul Dunn is now using these same tactics.* As Paul stated July 4th before Jack Middleton, Bob Wood my accountant and myself in mid-season "it's either me or Mrs. Teague." So he again blackmailed at an opportune time to acquire his "greed" and control. Paul has become rude, aggressive and feels he has full control of everyone. Therefore for the safety of the Railway, Paul's services will not longer be acceptable to me and my family here with the Cog Railway at the close of this 1973 season. Sincerely yours, Mrs. Arthur S. Teague."

- signed: *Ellen C. Teague* - Sep 14, 1973

(*Ed note: The corporate power-play Teague alludes to was actually done by Walter Aiken, a partner of John Lyon who ran the Boston, Concord & Montreal Railroad. Lyon and Aiken built the Cog's first Summit House in 1872-73. A wealthy man in his own right, Walter Aiken accepted stock as payment for management of the Cog and the engines and cars he built for the railway. John Lyon died in 1878. The next year, Aiken family claims to having the original concept of the Cog Railway surfaced. Marsh said he did not publicly fight with Aiken because his patron on the railway board had died, and he wanted the Cog to succeed. In addition all of Marsh's male heirs had died. When Marsh died in 1884, Walter Aiken took total control of the railway.

## King Mid-September Inspection
## September 17, 1973

On September 17, 1973 (inspector Walter King) made a routine inspection of operational passenger count at the Mt. Washington Cog Railway. At 12:00 noon Engine No. 9 and Car No. 2 left the Base with 20 passengers. The crew consisted of engineer (Houston) Jacobs, fireman (Joel) Fay and brakeman (Robert) Callahan. It was routine trip both ascending and descending. The car was comfortable and clean. The crew was courteous. The weather was very clear and chilly.

It was evident there had been very recent repairs in some areas of the track. It was learned that a work train had been going up the mountain nearly every morning since the Labor Day week-end. The obvious changes are as follows:

Bents: 249, 250, 539 and 581
Caps: 92, 136, 144, 292, 293, 453, 466 and 472.
Sills: 144, 292, and 293
Left Side Piece: 124, 125 and 280, 281.

Right Side Piece: 301, 302

The portable welder was at Bent no 785. There has been much welding of spools in the cog rack in this area.

According to figures from Paul Dunn, General Manager, the passenger count is about 20% ahead of 1972. This gives every indication of a very good revenue year. With no major problems since July 4, as reported in an earlier memorandum, it would appear that this could be a record year.

The rebuilding of engine No. 4 is progressing. No date was given as to when it would be ready for service. The boiler and cab are on the new frame. A new smoke stack was installed. This new engine will keep the same number as the one it replaces. The old No. 4 frame was stripped of all parts and these will be rebuilt this winter in Etna (at Niles LaCoss' shop). The old frame sagged 2 3/16" in the middle where it had been welded. The new engine to built this coming winter in the Etna Shop of Niles LaCoss will have a new frame and boiler. It will probably be called No. 8. Mr. Dunn indicated that there has been too many small problems with the boiler on No. 10 *Col. Teague* so the new boiler will not be of that style.

At least one more inspection will be made before the season closes October 14.

- signed: *Walter W. King* – Sept 17, 1973



**Ellen Teague Hand-Written Follow-Up**
**October 11, 1973**

*To be read to the Commission: Dear Mr. Melvin: Let me inform you that on October 8th and October 10th, 1973, Mr. Paul Dunn left no reserve crew here at the Base. Even he wasn't @ the Base. Just Niles LaCoss, who is not an engineer or qualified and has never run one and Frank Kenison was also in the shop. Neither of these are a reserve crew. It was my understanding that our regulated PUC rules stated, "***this was not ever to occur.***" Since Paul Dunn thinks he can do as he wishes, at any time, you see why I am forced to not rehire Paul Dunn. I wish you would call attention to this negligence to Paul Dunn and my lawyer, Jack Middleton.

Yours truly, *Mrs. Arthur S. Teague.*"



**Melvin Mid-October Inspection**
**October 12, 1973**

On Friday, October 12, 1973, an inspection was made of the Cog Railway for the purpose of determining its general condition. The trip up the mountain was made on the 11:00 A.M. train which consisted of Engine *Waumbek* No. 9, and one of the old wooden cars, No. 2, modernized. This trip left at about 11:10 AM. with each of the 48 seats taken. Preceding this train Engine No. 4 *(Summit)* with Car No. 5 had gone up the mountain without passengers as a trial run because this locomotive has been completely overhauled, and it is the practice to make a trial run before putting it into revenue service.

A passenger carrying train had left earlier which consisted of engine, *Colonel Teague* No. 10, with the aluminum car, *Thelma*. Both of these trains were met at the Skyline Siding. As engine No. 4 went by, (Transportation Director Winslow Melvin) asked the engineer if things were O.K. and he indicated that everything was working fine. It later developed, however, that this engine (No. 4) on its descent near the Halfway House lost a bolt, one of six, which came out of the boiler which fastens it to the frame. This allowed the water to drain out and resulted in the necessity of dumping the fire to eliminate damage to the boiler. This train could not proceed down the mountain because it was resting on the ratchet with no power to start uphill to release the ratchet therefore had to wait until another train could be sent up from the Base to assist it. It could then go down under its own compression. This delayed the trip on which (Melvin) made his inspection for approximately one hour.

Considerable track work has been performed which has been kept in detail by Inspector King. The general alignment of the track is reasonably good from Jacob's Ladder to the summit. The alignment from the base to Waumbek has not been improved very much in the past few years. This should not be construed to indicate

that there is anything unsafe about it but it does indicate that most of the telling effects of the work has been above the Halfway House rather than below.

The train on which the inspection was made arrived at the summit at 12.20. The down trip left at 1:40. At Skyline the up train consisting of engine *Great Gulf* No. 6 and car No. 5 was met, arrival at this point was at 1:52 P.M. and departure at 2:05. The train arrived at Waumbek at 2:20 and left at 3:02. It arrived at the base at 3:15. The up train which was met at Waumbek consisted of locomotive *Col. Teague*, No. 10 and the aluminum car *Thelma*. The long wait at Waumbek was because this train (No. 10) had to wait until the disabled locomotive (No. 4) could be returned to the base. Thus, a delay of approximately 35 minutes was encountered at that point.

(Melvin) rode up the mountain on the forward vestibule, examining the track and trestle work on the uphill on one side and the down hill trip on the other. The general condition is good, although as always there are rails which might be aligned and timber which is in need of replacement. The overall trestle and track work seem to be improving each year. The structure is solid and entirely adequate for operations.

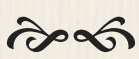
Mr. Paul Dunn, the General Manager, advised that they have carried over 45,000 passengers this season and it was hoped that over the next two days, October 13 and 14, they would top 46,000. He stated that on two successive days in September they carried more than 600 passengers each day. Mr. Dunn also advised that he had understood that he was being notified in the mail that as of the end of the season he was relieved of his duties.

Mr. Niles LaCoss of Etna (NH) approached (Director Melvin) and informed him that it would be impossible for him to work for Mrs. Teague and if Mr. Dunn is not retained Mr. LaCoss will not assume the responsibilities which he has shouldered in connection with making certain that all of the equipment is properly maintained for service. Mr. LaCoss is the only employee at the shop who is qualified and recognized for boiler welding on the locomotives. Material has been transported from the mountain to his shop in Etna so that during the coming winter he can assemble a new frame with the required boiler and appurtenances for the eighth locomotive.

With No. 4 *(Summit)* now in service there is a total number of seven locomotives and with the planned work on the eighth this would allow more trains to be in operation as it is always necessary to keep one operating locomotive at the Base in case it may be required to assist at a time of a breakdown.

The railroad will be in a very serious situation if Mr. Dunn's services are terminated. While the Commission is not charged under the statute with managing this operation, it is unique in that qualified men are getting fewer each year and it is very necessary that this operation be conducted by one who is familiar with all of the required procedures. It must be one who can accept responsibility for making certain that the employees understand and perform their work properly. With all due respect to the ownership during the past few years the actions of Mrs. Teague indicates that she does not fulfill these requirements."

- signed: *Winslow E. Melvin* - Oct 15, 1973



**Melvin Response to Teague Letters**
**November 30, 1973**

Dear Mrs. Teague: This refers to your letter of September 14, 1973, in which you indicate that Paul Dunn who has been your General Manger for several years will be no longer employed in this capacity after the 1973 season, also the letter addressed to me under date of October 11, indicating that there were two occasions, one October 8 and the other on October 10, when there was no reserve crew at the base.

As you readily realize this Commission has felt it necessary to make more frequent inspection of the track and equipment of the Mt. Washington Cog Railway Company since 1967 than was the case prior to that time. We have also issued certain instructions in the matter of train operations pertaining to safety of these operations.

## Documents - 1973

Certain engineering reports were submitted to the Commission prior to the 1968 season, one of which was from Mr. Paul C. Dunn in connection with the track work and equipment of the railroad, and the other from Thomas Dwyer Associates, engineering consultants. It is a matter of record that there must be a qualified person employed to manage the cog railway and to bear the responsibility for its operations, the qualifications of crew members and all other matters pertaining to the proper maintenance of the track, trestle and equipment.

I visited the railroad on Friday, October 12, for the purpose of determining its general conditions and to discuss matters with Mr. Dunn, before the expiration of the season. The condition of the track is adequate, although as usual, there is always a certain amount of maintenance work which must be performed. This relates to installation of new timber, alignment of track and the replacement of worn material to assure complete safety in all respects. In spite of the poor weather at the start of the season and unforeseen circumstances which required considerable work on locomotive boilers I am informed that during the 1973 season over 46,455 revenue passengers were carried which is an all time record, the heaviest preceding year being in 1966 when the total was 43,225.

You do not indicate in your letter a replacement for Mr. Dunn as General Manager for next year or who is to be responsible for the necessary planning during the winter in order to have materials and equipment ready for the opening of the 1974 season. From information obtained from sources other than Mr. Dunn last Friday, I was told that Mr. LaCoss, who is the only qualified boiler welder, and chief mechanic for the locomotives will not be available to perform this work in view of the action which you have taken with respect to Mr. Dunn.

It has been very apparent to me over the past few years that there is personal animosity between you and Mr. Dunn. This is most unfortunate. It is realized that this Commission must recognize the difference between management and regulation. It is even more difficult when personalities may be interjected into the situation. This I have tried in every way to avoid. However, I think, I must in all fairness, inform you that throughout all the dealings which I have had with Mr. Dunn from the time he offered his assistance in making a complete safety analysis following the 1967 accident and throughout the period when he has been your general manager it has been my observation that he has been completely loyal to the railroad and held a high degree of respect and cooperation among the employees responsible for its operations. In pointing this out I realize that you have not held this opinion and have indicated on several occasions that you have felt he was acting a manner disloyal to you and to the railroad.

It is my considered opinion that these occurrences are prompted by personal relationships rather than by his duties as a manager of the railroad. In your October 11 letter you indicate that he had left no reserve crew at the base although you also pointed out that Mr. Niles LaCoss and Frank Kenison were there, but neither are qualified as a reserve crew. Mr. LaCoss who is responsible for constructing, assembling and maintaining steam locomotives certainly must be considered qualified to operate them under emergency conditions, with no revenue passengers, in case of breakdowns on other equipment on the mountain, with one such as Mr. Kenison available to accompany him. If such an occasion occurs a qualified crew would be available to take over when arriving at the scene of the difficulty. As recently as October 12, Mr. Dunn himself was prepared and expected to operate one of the locomotives in order to provide a sufficient number of trains to handle the passengers presenting themselves for transportation.

I believe that I should call these matters to your attention in the hope that in making a change you will realize that the best interests of the Cog Railway must receive the first consideration. A completely competent and well qualified individual must be secured to carry on this unique operation and provide the necessary supervision in a manner which will preserve and protect this most popular attraction.

It is my considered opinion that Mr. Dunn has performed these services in the best interests of the railway and in doing so has overcome many difficulties and ended the present season with the heaviest patronage in the history of the railroad. This should not be overlooked."

- signed: *Winslow E. Melvin* - Nov 30, 1973

**Ellen Teague Response**
**December 5, 1973**

Dear Mr. Melvin: Thank you for your letter of November 30th. The episode of Paul Dunn is finished and through with. I have done and always will do what is best for the Cog Railway. I would think by now that you would realize all the efforts I have put forth to keep the railway going. There is no personal animosity on my part but Paul Dunn has been unfaithful to me as my manager, and there is no question there.

Paul Dunn is certainly not qualified with track work and this whole summer, I understand barely ten full days were done on the track. I am having an Army engineer (Col. David Pergene), a friend of Art's to go over my track work this Spring. As for Niles, I have talked with Dr. (C. Everett) Koop who knows Niles, and Niles is known for leaving jobs and is apt to be the way he is. Niles has a plate in his head and is prone to temperamental upsets and is not qualified to take an engine up Mount Washington. Also for your information Niles is or was only qualified as a blacksmith when I hired him and Earl Cone has taught Niles everything he knows today. For your information - **I** had Niles qualified for the boiler welder this year when the St. Paul Insurance Co. wrote me that one man had to take the responsibility as to the welding with the Insurance, coverage. I suppose that Paul Dunn informed you of this, it was not his doing, I wrote and told Paul this had to be done and sent him the letter.

I certainly would have appreciated it if you had called at the Hut on October 12th. I knew you were there but Paul hates me and the family so, he wanted none of us around so I did not go to the Base. I would appreciate it Mr. Melvin if you please take an[sic] second look at the whole situation and realize why I am having to do what **I** know is right for the railway. You mentioned respect and cooperation to Mr. Dunn among the employees. Let us look at it this way. The boys know where their bread is buttered and when they were promised retroactive pay back to last May - what would the average boy do? You tell me, well they received this pay increase in one check - plus an extra days pay - and then plus. I wonder if this was bought out, and all the way back to last May.

The boys told me that Paul had Bob Kent talk to them, which he did hammering against me and that Bob Kent even approached Frank Kennison[sic] which Frank Kennison[sic] has also told me, to go against me, and he told Bob Kent to go to "H". Walter Mitchell told me Paul asked him to also side with him against me. (I call it treason myself) There was dirty work done Mr. Melvin and for a reason. Now honestly if you can possibly think that a 46,455 passenger increase is something for the season 1973 in comparrison[sic] with 1966 of 43,225, a period of seven years you, had best take another look.

I have had many pressure but I still have my head on my shoulders. Paul Dunn accused me of taking $5,000 extra to my salary this summer and openly to the boys. What he didn't know was that it cost me $2,000 a month on one drug to keep Janie alive and out of pain. I finally got so irritated on his comments through the boys that I collected all the bills of Janie's and sent them to Jack Middleton (September) and even Jack found the bills appaling.[sic] I have been accused falsley[sic] and have accepted a great deal of responsibility of which I am capable off[sic]. In referring to 1967, when Chase turned the train over to Charles Kennison [sic], and the accident happened, I again accepted the responsibility and in good Faith have continued to do so. One should not be blamed for others mistakes, but I have been by Paul. He is indeed a wicked man, and God alone will be his judge. Paul Dunn is also responsible for hastening Jane Teagues[sic] death, by doing what he has deliberately planned with malice. This I have proof of. Enclosed is a list of the Tours which I lined up this past summer. I suppose Paul takes this credit too with his increase in passengers. He didn't tell you that the cost of labor output was increased to $104,000 plus Paul's, Niles and my salary, just on the railway alone.

Now to answer your question on my manager for 1974. The pastwo[sic] managers since Art's death, I tried to study carefully but then man is changeable, and some can do the job better than others. I certainly have learned a great deal, and Art before his death told me he wised he had taught me more I am certain Art would never have left me if he felt I was unable to carry on. This I shall do and will do until my life's end and do well, even though there are others ready to grab business.[sic]

There is no one more qualified than Edward Clark for performing the duties of General Manager of the Cog Railway. Art himself when he had problems went to Eddie and often said he wished Ed were with him at

the Cog. Ed was ill with pneumonia July Fourth when he came up to give me aid, and Paul Dunn and Niles comments and Steve Christy aged 23 comments were disgusting.

Edward Clark has more qualifications of ability than the three of them put together. Already Ed has centralized our power system at the shop for the 1974 season and has speeded up the BTU;s of the pump which Art used to do. Paul couldn't do that if he tried either[sic] could Niles. We have already acquired free coach seats from the Penn Central who are scrapping the coaches of 1915 at Croton, N.Y. Frank Kennison[sic] and Edward Clark are working nicely together and I can inform you we will have more ready and in order than has been. Edward has called many times to remove the cog belongings from the shop my railway helped Niles to build but each time he gets to Etna, Niles locks the doors on Ed. I am sending three men in over the Christmas Hollidays[sic] to remove our things, which as you probably know, will leave Niles with absolutely nothing. He is a psychological problem, but it will be solved. Edward Clark is my new manager and Governor Thompson said he was a good man for the job. Governor Thompson had luncheon with me this late Fall. Pleasure return my Tour list and my clipping. Jim Cunningham of National Travel, N.Y. and Washington and I are lining up tours with Tour Directors all across the county, to organize Travel for the 1974 Season. Our big convention is in Virginia the 16th of January I will be in Boston at the National Newcomen Dinner, Monday December 10th, Hotel Plaza. (Our cog is getting a plug) as I am one of five women members in the whole Newcomen of North America Society. Publicity is Good. Don't forget that. Another letter will follow later after the holidays. I have just returned from Arizona, last Sunday, doing publicity for the Cog. Most sincerely,

- signed: *Ellen Teague*

**Rodgers Forward to Melvin**
**December 5, 1973**

Dear Winslow: Enclosed herewith is a copy of a letter which I received today from Steve Christy who, as you may know, was with the Cog Railway when I was there and has remained with them up until last year. I had not been in contact with Steve except very casually since I left the railway and was quite surprised to receive his letter for I am not quite sure why he directed it to me However, I think that in view of its content, you should have a copy of it for whatever it is worth.

I had expected to be up in Concord to see Mr. Langley in the Highway Department before now but the various jobs which we have been working on have kept me hopping. However, when I do get up next, I will certainly plan on dropping in and saying "hello". Don't forget that if you are ever coming through the southwestern Connecticut area, we would be glad to see you. Best personal regards

- signed: *Lionel M. Rodgers*

**Christy Letter to Rodgers**
**November 29, 1973**

Dear Lionel: I am sure that by living as close to Bob Wood as you do, and the fact that you and Paul Dunn have had such good rapport for the past few years, that you can't possibly help being cognizant of the crisis that has taken place at the Mt. Washington Railway. I am very alarmed and it is because of this that I am writing you. I am alarmed primarily because, if the present situation is allowed to exist, the safety of every future passenger may be in great jeopardy. It will be jeopardized, first of all, because I don't feel that there will be proper or knowledgeable management. Secondly, there will be no experienced master mechanic or crews.

Boiler problems could very easily compound the aforementioned problems. As you may know, we had a serious crisis with our boilers this past summer, and the boilers aren't getting any younger. With the departure of Niles it will be terribly difficult and expensive for the railroad to perform any needed repairs. I say difficult because the insurance company has stated unequivocably[sic] that Niles is the ***only*** man north of Massachusetts who is permitted to weld on the boilers. The only other person they would allow would have to work for a certified shop that is normally engaged in boiler repair work. There are no such shops in the states of Vermont, New Hampshire, or Maine. Mrs. Teague has crossed Arnie Parker of Dillon Boiler Works in the past so I doubt

that he would help her. The only reason that he did last summer was because Paul Dunn requested the assistance. On top of this they will need experienced personnel to perform regular maintenance necessities such as Hydros, staybolt replacement, calking, and periodic re-tubing to mention a few.

There are other adversities that the railroad must cope with in its present situation. All of these can be grouped under the heading of "winter work". As a past general manager I am sure you must know how vitally important this work is. As it stands now the railroad will undoubtedly lose the rebuilding of its locomotives. This is the work that Niles would, under normal circumstances, have done this winter. At the present, however, the scrapped and new frame, parts, and machinery sit dormant at his shop in Etna with little prospects of any work being done this winter by anyone else. This is not essential work, but is important to the perpetuation of the railroad as the years progress. Another item of equal importance is the construction of a new boiler this winter. I am advised that its progress is possibly being impeded because the firm engaged in this work doesn't seem to be able to get information it needs from the present management. The lining up of crews this winter will be most difficult because I fully expect that a large number of experienced personnel will not return under the conditions of the present situation. They early spring track repair is another urgent issue. It will be necessary to have large quantities of timber, not presently at the Base, on hand next spring to complete this work. This must be ordered this winter, but I seriously doubt whether the present management has any idea of the track condition at this point.

The Public Utilities Commission is aware of the events taking place at the railroad. I have been in touch with Walter King several times and talked with Winslow Melvin over the phone once. I have tried to impress upon them the seriousness of the circumstances and the urgency of getting them resolved as soon as possible, but I don't know how successful I have been. I don't expect them to take everything I say as truth verbatim because, after all, they don't know me. I am hopeful, however, that you might help me and contact them and tell them anything that you may know of the developments. I would appreciate it. Sincerely

- signed: *Steve (Christy)*

## ≺1974≻

### An Interview with the New General Manager
### April 1974

"On April 23, 1974, (Warren King) interviewed Ed Clark, General Manager, Mount Washington Cog Railway, at the Base Station. It was indicated on April 10, during a previous interview that some work would start at the base as soon as the snow was gone. However, upon arrival at the base, it was discovered that the only work being done was on the boarding house.

Mr. Clark indicated that Michael Poché probably would be the training engineer being the senior engineer to return to work. The general manager feels that Mr. Poché will make a good man for the job. This being only his second year as engineer could leave a lot to be desired as an instruction. Dana Kirkpatrick will be returning as carshop foreman. According to Mr. Clark, he has some ideas in regards to braking, car repairs, and upkeep that should be heard. The only indication given as to what the ideas consisted of was some cars could use different braking systems. It remains to be seen how many of their ideas will be applicable.

Most of what was covered on April 23 was just a duplication of the April 10th meeting of which a memo was filed on April 12, 1974. It is still *(King's)* belief that a conversation with Mr. Clark and the Public Utilities Commission would be helpful. However, it appears that Mr. Clark is not too interested. This subject has been brought up twice and now the working season is upon the railway and it appears that there will not be a meeting unless requested by this Commission. Another, and possibly regular visits will be made as soon as some work on the equipment begins." - signed: *Walter W. King*

### Mid-May Inspection
### May 17, 1974

"On May 17, 1974, (state inspector Walter King) made an inspection of the Mount Washington Cog Railway operation to date. Only the No. 4 engine has been fired up at this time. Upon arrival at the Base, the No. 4 engine was observed just beyond the first trestle. It was a work train with Robert Clement as foreman. The five (5) man crew was working on replacing centers as per the previous general manager's schedule (Paul Dunn). Most of the centers to be replaced are the old-style single timbers. However, there are few of the double timbers that have started to deteriorate to a point that the ends of the centers are beginning to crush. These are also being replaced. According to Mr. Clement, the centers are going to receive a concerted effort first. Side pieces, ties will be next. Stringers and horses will be taken care of as the need appears. A great many stringers were replaced during the past two (2) years and the railway is experiencing difficulty in obtaining the proper lumber for the larger and longer timbers. All of the ties, side pieces, and centers in the area of the loading platform have been replaced. The cog rack has been cleaned also. This is more of an appearance gesture than a need for safety. It does look better, however, how long it will remain grease free will be interesting. During a discussion later in the day, it was learned that all track and trestle problems will be addressed to Mr. Clement directly with a copy to the general manager Edward Clark. Mr. Clement will have complete charge of the track maintenance.

Mark Love was interviewed about his role in the operation. He is presently employed by the Penn Central Railroad in a track maintenance supervision capacity. Previously, he was with the New York Central. In the past ten (10) years his major field has been in the track and bridge upkeep and construction. It was suggested (by King) that Mr. Love make every possible effort to make arrangements to appear before the Public Utilities Commission with his intention of track and trestle work prior to commencing work. Mr. Love is having a study made, at no cost to the Cog, of stresses of the various timbers in the track in hopes to arrive at some alternate and possibly better solutions for track and trestle. Some of the immediate thoughts are heavier rail, placing nearly 50% of the track on a bed with regular ties, setting the horses on concrete rather than rocks with shims and blocking. Jacobs Ladder and Long Trestle will be left on trestle work. Mr. Love claims he will be a consultant for the railway and would be available only on weekends mostly. By days end it was very evident that Mr. Love will have a definite role in the decision making of what the future track changes will encompass.

The ash pit area was viewed, and detailed plans will be forth coming. At present, the area is to be strengthened with the use of concrete retaining wall abutments and steel I beams. This will improve the ash pit 100%. Presently, the supporting walls are timber and the danger of damage by the clean-out vehicle is very high. The track between the ash pit and the base switch will be aligned as best as possible to improve the appearance.

Mr. Clark admitted that operating crews would be a problem due to the lack of available qualified men. Spare weekend crews may be needed to take care of the passengers. However, this may change by the June 29 opening. There will be two (2) work trains operating seven (7) days a week until opening day. At present, the second crew has not been made up and Mr. Clark will not be connected with either train as a foreman. The decision as to who will be has not been made. It does appear that it will be one of the men presently at the Cog.

There has been no work done yet on the remaining engines nor the coaches. The only work on coaches will be the completion of repairs to the *Chumley* car. This car is still at the Fabyans and awaiting seats.

Most of the work being done at the present is not connected with train operation. Mr. Clark claimed he had not contacted Mr. *(James)* Melanson of the insurance company about the boilers. It was suggested that if the insurance company is going to hold the cog to the stay bolt replacement schedule, that more work than has been planned will be upon them. According to the schedule, one third of the stay bolts must be replaced this year. This schedule was ordered prior to the work done on the boiler in 1973. The entire shop staff has not yet arrived. Mr. Clark claims there will be two (2) machinists, one of whom will be the master mechanic. With two (2) people of near equal capabilities, it would be possible to work a sixteen to twenty-hour day if the need arises. The theory is with this mechanical maintenance availability at their disposal most problems with engines and cars will be easily corrected.

It is this inspector's opinion, in a general overall observation, that most of the operation and maintenance for the 1974 season will continue as usual with few exceptions. The problem is that these exceptions are of major importance and cannot be side-stepped nor merely glanced at. They will require frequent inspections, not because of the capability of any one or more persons, but experience in dealing with the unique situations of the Cog. (The experience is) just not there. The experienced employees will be two (2) men in the shop in non-supervisory positions; one in the car barn, his second year; the man in charge of training the engine crews with four (4) years at the Cog, two (2) as an engineer; and the track foreman who has six (6) years in service and can operate as an engineer. The remainder of the crew will be relatively new, a few qualified operators. The delegation of responsibilities is not unusual, but to have these duties in the hands of so many people unfamiliar with the Cog operations could create problems rather than solve them."

- signed: *Warren W. King* – May 23, 1974



**June Status Check**
**June 3, 1974**

On June 3, 1974, (Warren King) made an inspection tour of the Mt. Washington Cog Railway. Edward Clark, General Manager, discussed a few details prior to the inspection. Among these were the work schedule, lumber and labor. As it now appears most of the scheduled track repairs will be completed by June 29, the official opening day. There have been 2140 lineal feet of center piece material installed. These being the double centers would mean only 1070 feet of cog rack has new centers under it. Also, in the process of placing the new center, 62 ties have been changed. The loading platform has not been finished yet. However, Robert Clement, track foeman, is confident everything will be ready. The repair work itself seems to be of good quality. Care of replacing the cog rack to line up is being taken. Mr. Clement claims that approximately ⅓ of the centers material has been used. He will keep a small amount on hand for emergency use.

The larger timbers are still not ordered. However, a supplier has been located. It will be southern yellow pine, but the 65% heart wood cannot be guaranteed. This timber if ordered now, would not arrive until late July or August. The larger timber can be put in easier than the centers. This work can be done without a work train and during an hourly schedule. The second work train has not been made up yet. Mr. Clement is still not sure who will be in charge.

The ash pit repairs have begun. All wooden materials have been removed. The track has been sufficiently supported to carry traffic. Mr. Clark hopes this to be completed within two (2) weeks.

A small amount of work has begun on the engines and the cars to make them ready for operation. According to Mr. Clark, the insurance is upholding its order of stay bolt replacement. However, these will not need to be done prior to June 29. The normal boiler inspection will be done later in June.

Michael Poché was interviewed as to the train operating crew situation. He indicated that if the operation opened tomorrow, he would have only four (4) available crews. During the normal season he expects only five (5) train crews will be available at any one time. There will be one weekend engineer. It is hoped by Mr. Poché to qualify five (5) returning firemen as engineers within three (3) weeks. He claims there will be sufficient firemen and brakemen available. Prior to opening day, a complete list will be obtained with their qualifications. Mr. Poché questioned the written exam as to whether or not it was mandatory. It was explained it was not, however, (the written exam) was a good tool of qualification and its use was recommended. He admitted there would be problems in qualifying men prior to June 29 with only work trains. The qualifications may have to be put off until after opening and operate with fewer trains.

There were two (2) engines on the mountain. No. 4 was on the work train just above Waumbek switch and No. 6 was at the summit thawing water pipes." - signed: *Walter W. King* – Jun 7, 1974

**B&M Letter to Edward Clark**
**RE: Right of Way Acquisition**
**June 24, 1974**

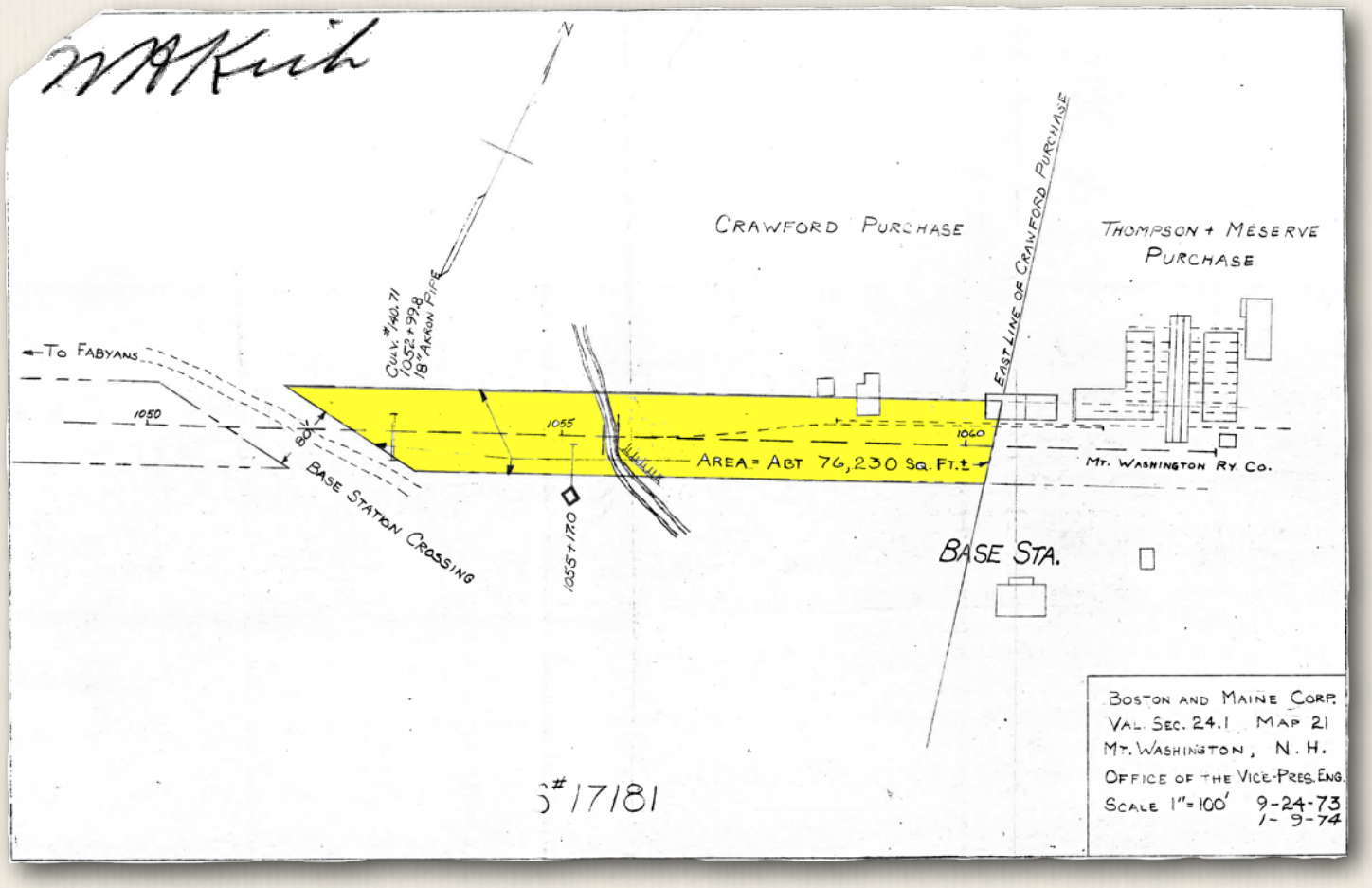
Dear Mr. Clark:

This has further reference to yours of April 17, 1974, and offer of $1,250 for purchase of land near the former Base Station.

In our letter of April 22, 1974, inquiry was made as to whether your proposal was to cover the approximate area of about 76,230 square feet as shown outlined in red on attached plan. *(below in yellow)*

We would also appreciate in your reply if you will furnish us a general description of the subject land in relation to adjoining property of the Cog Railway.

Sincerely yours,



**"Five Days to Go" Inspection**
**June 24 & 25, 1974**

On June 24th and 25th, (state inspector Walter King) made an inspection of the Mount Washington Cog Railway operations. This inspection covered the track maintenance, engines, coaches, crews, operations, and interviews with Roger Sanders, Master Mechanic and Dana Kirkpatrick, car shop foreman. Upon arrival at the Base Station on the 24th of June, it was noted that an engine and coach were ascending the mountain. It was learned from Edward Clark, General Manager, that the trains was a special train for former Governor Hugh Gregg and party. It was also learned that there would be passenger service throughout the remainder of the day. The weather being warm and reasonably clear and plenty of tourists available. It was decided that the work train would not go up the mountain and passenger service would be dispensed as demand required. Four trips were made not counting the special and all were capacity loads. IT was further learned that seven trips were made on Sunday, June 23rd. It was claimed by Mr. Clark that this was an advertised schedule although no brochures indicated such a schedule. Apparently, the income derived from the two days of passenger service was badly needed.

The track maintenance was discussed with Robert Clement, Track Foreman, as pertaining to the replacement of centers and maintenance that would be conducted throughout the summer. Mr. Clement indicated that two or three days would finish the placement of centers and leave approximately ten 24 foot pieces for emergency purposes. On Monday, Mr. Clement was on the mountain inspecting the track from the ground. Attached to and becoming part of this report is his schedule of summer work. It should be understood that there is only a small supply of timber available and the new order will not arrive before August, therefore, much of this schedule will have to be carried out in the 1975 spring season. In comparing Mr. Clement's summer work schedule with this inspector's summary of track and trestle needs as submitted in 1973, it would appear that Mr. Clement is even more critical of the condition of the track than the undersigned. However, this may be a good point rather than bad. It is doubtful that this entire list will be completed in even two years.

The repairs to the ash-pit are as they were when last inspected on Jun 4, 1974. No concrete as yet has been poured, however, Mr. Clark indicated that it along with the floor in the new pump-house and light pole bases would be poured on the 25th or 26th.

The condition of the engines are as follows:

Number 1, 3, and 10 have had their hydrostatic test at 221 lbs.

Number 1, 2, 3, 6, 9, 10 were out of service on the 25th

Number 4 was on the mountain with the work train. Number 1 was having new bearings placed in the front shafts and the dome cover was removed. Number 2 needs new rivets in the bottom of the forward flue plate. The portion of the boiler that rests in the saddle need replacing. Number 3 is having all pistons and cylinders rebuilt. A new spark arrestor is also being made. Number 6 which operated on Monday, is in the shop for minor repairs. Number 9 is on standby and could be fired up in an emergency, however it needs new crank shaft bearings. Number 10 which was also used in service on Monday has a broken flexible joint, this was something new installed when number 10 was built and has proven unsuccessful. It will be replaced with a rigid pipe. As of June 29th, the scheduled opening day of hourly service, engine number 4, 6 and 10 will be operating with number 9 as back-up.

All coaches are used with the exception of number 7, a wooden coach that is being refinished and the *Chumley* car which is still at Fabyan's. The seats for the *Chumley* car have not been purchased, the seats have been removed from the number 7 to make refinishing the inside easier. The *Thelma* car needs some seat repairs, there are many cracked but not dangerous windows. The entrance door has one cracked window which shall be repaired. The number 1 coach has two torn seats one with a spring protruding. The number 2 car seats and interior is in fair to good condition. Number 4 and 6 cars are in fair to good condition. Number 5 car has four seats with holes that would allow the spring to protrude and cause injuries or damage to clothing. The floor immediately over the entrance door shows signs of rotting. Most pins and connectors in the braking linkage have been checked and tightened or repaired. The number 2 car's rear left brake shoe is running close to the drum and should be repaired. All cars could use some cleaning.

## Documents - 1974

Mike Poché, the senior engineer has supplied the Commission with a list of operating employees as of June 25, 1974. That list is attached to and will become part of this report. The training of the new crew members in their new positions has been conducted by Mr. Poché on the work trains. There has also been a timber collection train. This train has also been used for training purposes. It would make as many trips a day as possible with the primary purpose of picking up the old timbers that have been removed from the track and trestle and returned to the base for firewood. With the exception of the special passenger runs, this is the only experience and training that the new crew members have had according to Mr. Poché. This period of training has been sufficient to satisfy him as to the capability of the crew. No major changes have been made in the crew positions from last year. There is a possibility that some firemen will be made engineers. The concentrated effort has been on brakemen. It appears that more experienced crew members are returning than was previously anticipated.

A brief discussion was held with Roger Sanders, Master Mechanic. Mr. Sanders admitted to his lack of knowledge of locomotives in general and especially steam locomotives of the nature of those used on the Cog Railway. He indicated that he was intending to rely on the advice of Earl Cone, a long-time employee at the railroad and also Charles Kenison, Sr. known as "Chub" in regard to necessary repairs to the engines. In discussing the matter with Mr. Cone and Mr. Kenison, they appeared to be knowledgeable of this situation. Mr. Sanders has many ideas that he would like to instigate, however, his prime program will be some method of unifying parts to make them interchangeable from one engine to another. He claimed the biggest problem was the brass bearings in the shafts. He would like to replace those with a standard roller bearing which sounds logical. One concern Mr. Sanders had was that there were no entries made in the locomotive logbook since 1972. This is puzzling due to the many repairs that were made to the engines during the 1973 season. The undersigned intends to question Niles LaCoss, former master mechanic and Steve Christy, former shop helper as to the availability of notes as pertaining to repairs during the 1973 season. These records are vital to the routine maintenance of the engines.

Dana Kirkpatrick, foreman in the car shop was interviewed in regards to some changes he would like to see made in the braking mechanisms. AS it turned out, this was merely a gear-box he desired to install on the wooden coaches. Only the number 2 coach has a gear box. This is a simple gear-box with a 7 to 1 ratio and makes the braking of the number 2 coach much easier than that of the other wooden coaches. It was felt that if all coaches were the same, the training of brakemen would be easier. It would appear to the undersigned that this change would be a good one. The brakeman being usually the newest man on the crew yet has a very substantial contribution to the descending tide. If control of cars can be more easier to obtain through a gear-box then by direct braking, it would appear that this would be the route to follow.

In summary, it would appear that normal operations will begin on the 29th of June with sufficient crew and engines to make up three trains with a back-up train. It would further appear that track maintenance, engine maintenance, and car maintenance are proceeding in a normal manner providing necessary materials are available. It would further appear that the situation of late in the fall of 1973 and early spring of 1974 have not been completely over-come. There are still some problems which must be solved by Mr. Clark, but it should not hamper the opening day operation. It would be recommended that a continuing surveillance be conducted throughout the summer." - signed: *Walter W. King* – Jun 26, 1974

### Opening Day 1974 Inspection
### June 29, 1974

On June 29, 1974, (Warren King) made an opening day inspection of operations at the Mount Washington Cog railway. The engine and crew line-up proposed (for the day), was as follows:

No. 10 engine & Thelma Car – Buddy Trask, engineer; Steve Newman, fireman; Dave Huber, brakeman

No. 4 engine & No. 5 Car – George Trask, engineer; Denny Cutler, fireman; Dave Moody, brakeman; Bobby Trask, brakeman trainee

No. 9 engine & No. 6 car – Huston Jacobs, engineer; Charlie Teague, fireman; Dana Kirkpatrick, brakeman; Dick Odel, Brake trainee

No. 6 engine which never got out of the shop was to have Mike Poché, engineer; Carl Hall, fireman; Robert Callahan, brakeman; Mike Kenly, engineer trainee and David Wills, brake trainee

Trips:

Upon arrival at the mountain, No. 10 and the *Thelma* Car were already on an ascending trip and arrived at the base at 11:30 a.m.

No. 4 engine with the No. 5 car departed at 11 a.m. and arrived back at 1:45 p.m.

No. 10 engine and *Thelma* car departed (2nd trip) 12:10 p.m. and arrived at the base at 2:40 p.m.

No. 9 with the No. 6 car departed at 2:05 p.m. and should have arrived at the base at approximately 5:00 p.m.

No. 4 engine with No. 5 car departed (2nd trip) at 3:05 p.m. and should have arrived at the Base at approximately 6:00 p.m. Only the first trip of the day was at capacity, all others had seating room available. As it turned out, the No. 6 engine was never ready for service, consequently, only two engines could be on the mountain at any one time and have a back-up engine and crew available. With the lack of tourists, two engines were all that were needed. The weather at the Base the entire day was sunny. The mountain top was in the clouds most of the day. It was raining south of Twin Mountain which probably discouraged the tourists.

In viewing the operations from the Base Station throughout the day, it would appear as though all people concerned with the daily schedule and daily operations were knowledgeable of their respected duties. The train crew operated through the Marshfield switch with empty cars with as much care as they would have with a loaded car. It would further appear that the opening day operations were normal as far as actual crew procedure was concerned. However it was far from normal as far as ridership was concerned. If opening day tourist count is an indication of what is to come for the remainder of the '74 season, the railroad could be in financial problems." - signed: *Walter W. King* – Jul 1, 1974

## Operational Inspection
## July 15, 1974

On July 15, 1974, (state inspector Walter King) made an operational inspection of the Mount Washington Cog Railway. As of this date, three engines have not been hydrostatically tested, these are numbers four, nine, and two. The number two is still awaiting front flue sheet repairs, number nine was in the shop having crank shaft bearings and pipe fitting repairs, the number four was operating on the mountain. Also operating on a hourly schedule was number six and number ten with number one as a back-up engine.

It was learned that Mr. Mellanson of the insurance company has been notified in regards to inspection of the number four and number nine engines. There is some doubt in Roger Sanders' (Master Mechanic), mind that bolts should be used in the flue sheet rather than rivets. It is Earl Cone's belief that a build-up of weld and rivets will be better than bolts. This, of course, is completely up to the insurance company's inspector.

The *Thelma* Car is in the shop for gaging repairs. It appears that there is enough lateral movement in the cog gear shaft that at times will allow the cog gear to ride up on the flange of the cog rack. Until this condition can be corrected, the aluminum car will be out of service.

During a discussion with Mrs. Arthur Teague and Ed Clark, General manager, it was learned that the passenger count for the 1974 season is running very close to the 1973 season as of July 15. This does not included the operating period prior to June 29 of either year. All operations for the day were normal and as of this date, there have been no delays due to mechanical problems or labor. The senior engineer, Mike Poché has given up part of his duties to Charles Kenison, Jr., who has had eight years of experience at the railway with four years as an engineer. Mr. Kenison's prime duties are; scheduling and assisting Mr. Poché in training.

It would appear to the undersigned that the operation of the railway and the attitude of the crew toward owner and management is much more harmonious than was the 1973 season. With the necessary repairs and maintenance being taken care of by the designated parties, it would appear that the 1974 season should be a reasonable success." - signed: *Walter King* – Jul 16, 1974



**In Search of Locomotive Repair Records**
**July 16, 1974**

During the 24th and 25th inspection as reported in a memorandum dated June 26, 1974, there appears to be some problem with the lack of up-to-date records in regard to the maintenance of (Cog Railway) engines. In discussing the matter with Roger Sanders, master mechanic, it was felt that these records were vital to the routine maintenance in the future. As it turned out, there were no entries made in the locomotive log-book during the year of 1973 with the excessive amount of work done on the boilers and other engine repairs. It is (Walter King's) opinion that these records should be available to the new master mechanic.

It was intended to bring the subject up to the former master mechanic, Niles LaCoss, however, upon trying to make contact with Mr. LaCoss, it was learned from Mrs. LaCoss that he was in the hospital and had undergone cancer surgery. Upon her suggestion, no contact will be made with Mr. LaCoss until he is completely recovered or if he offers the information on his own. It is his desire that no one contact him until he is well and Mrs. LaCoss reaffirmed his wishes that nothing be said of his illness.

The matter of the log-book entries was directed to Steve Christy, former shop helper, and he indicated that Mr. LaCoss actually kept these notes on a plain note-pad to be entered in the log-book during the winter months. The whereabouts of this pad is not known, however, Mr. Christy indicated he would be willing to offer what knowledge he recalls of engine repairs as needed. In discussing the matter with Charles Kenison, Jr., on July 15, 1974, it was his belief that the records could be updated with the cooperation of himself, Charles Kenison, Sr., and Earl Cone, both of whom are employed at the railway this year. Hopefully, with very little effort, the 1973 repairs can be entered in the log-book." Signed: *Walter W. King* – Jul 16, 1974



**Day of Delay**
**July 16, 1974**

***Clark notification letter:*** "The 3.35 p,m. train with locomotive #3 was delayed for one hour and a half on an upward trip near Waumbek, due to the loss of a valve face plate adjustment bolt. A thirty minute additional delay was caused by locomotive #4 while descending near Waumbek, when its ratchet caught on the grade. The passengers of the #3 train were transferred to locomotive #10 then proceeded upward. Locomotive #4, after being released then proceeded downward. All runs continued with a delay to all the trains of about an hour and forty-five minutes." - signed: *Edward M. Clark* – Jul 17, 1974

***Clark notification phone call:*** "Information received from Edward M. Clark, General Manager of the Mt. Washington Railway Company, at 9:00 a.m. on July 18, 1974 revealed that at 4:00 p.m., July 17, 1974, Mt. Washington Railway Company Engine #1 broke the rear crankshaft on the firemen's side of the engine immediately beside the square-toothed gear. The one-piece shaft at the offset gear is approximately 6" in diameter. This incident happened approximately 300' before cresting on Cold Spring Hill at Waumbek Water Tower. This trip was only the second ascent attempted up the mountain this season by Engine #1 as it has been used in reserve as the spare engine.

Engine #4, which had been scheduled to descend the mountain with Governor (Meldrim) Thomson and his party, was reassigned to assist Engine #1 to return to base, accomplishing same at 6:30 p,m. The Governor and his party elected to descend the mountain by foot rather than waiting for the return of another Cog engine.

Roger Sanders, Mt. Washington Cog Railway Company shop Foreman, has started proceedings to go through all the shafts on all of the engines and, in so doing, hopes to make a complete evaluation by the following methods: Each shaft will be completely cleaned, freeing it from all grease and dirt, after which two (2) differ-

ent type chemicals will be placed on the shafts; after a definite period between the first and the second has elapsed. The second chemical will appear to be similar to a whitewash compound. The end result is an ultra-violet ray which will show any defects in the metal as a different color (grey or black) which will reveal metal fatigue.

Edward Clark further stated that a full type report will be forthcoming for the Commission's information and the permanent record." - signed: *George M. Parmenter* / Tariff investigator – Jul 18, 1974

***King Investigation:*** "On July 16, 1974 at 3:35 p.m. Engine # 3 blew a valve faceplate adjustment bolt on an ascending trip near the Waumbek switch. No. 10 engine was dispatched, the passengers were transferred, and it continued the ascending voyage. The #3 engine returned to the Base for repairs. It was not determined just why the bolt blew but it is suspected that the bolt loosened to a point when only a limited number of threads were holding.

To complicate matter, at the same time Engine #4 got locked on the ratchet in the same area while descending. This same problem occurred 2 years ago with one of the engines. The cranks, if stopped in a certain position, would lock on center and in order to move the engine and car off the ratchet, the car would have to be jacked uphill away from the engine. The engine could then move.

The #3 engine returned to the base under its own power for repairs and #4 continued its descent. This entire mixture of problems caused a 1¾ hour delay.

The following day, July 17, 1974, Engine #1, while ascending the crest of Cold Spring Hill, just downhill from Waumbek Tank, broke the rear crankshaft on the firemen's side of the drive gear. This occurred at approximately 4:00 p.m. The back-up Engine #4 and car was dispatched to bring down the passengers. Some passengers chose to descend on foot. Rather than replace the shaft on the mountain, the engine was returned to the base for repairs in this manner: No. 4 in service as back-up ascended and brought down the passengers, went back with the work car and brought down the tender, returned again and brought down the disabled engine and empty car. This was completed in about 2½ hours. There were 3 passenger trains up the mountain from the Cold Spring Hill area that arrived at the base at 6:30.

The (No. 1's) engineer was Huston Jacobs, Fireman Denny Cutler, and braking was Dana Kirkpatrick. According to the crew no unusual occurrences were noted. The upward speed took a dramatic reduction indicating some problems. Upon investigation the broken crankshaft was discovered. Engineer Jacobs claimed he stopped the forward movement and indicated the train probably could have made Waumbek switch. This was the second trip this year *(1974)* for this engine and the first for the day. Most of the service so far had been in reserve.

The logbook indicates this shaft was new in 1970. It further shows that two shafts were put in during 1966, one in 1964, and one in 1961. It would appear as though this frame is hard on rear crankshafts.

Roger Sanders, master mechanic, has indicated that steps have been taken to inspect these vital shafts for cracks to try to prevent failure rather than fix breakdowns. It has been determined that 2 or 3 such breakdowns would lose revenue enough to pay for the equipment needed for the desired test. Edward Clark, general manager, agrees with this theory and hopes to purchase the much-needed equipment. Mr. Sanders' second theory is to isolate the vibration caused by the cog gear and rack meshing. This will take time to accomplish.

While interviewing Mr. Jacobs about bringing the disabled engine down for repairs, the undersigned inquired of the engineer of his thoughts about this type of repair as compared to replacing the shaft on the mountain. His reply was that as much as the engine was so close (to the base) it was a good idea. But he would doubt very much that he would want to bring one down from above Jacob's Ladder. The grade is just too steep.

This was a mechanical failure that gives no forewarning. It was handled in a proper way with the track being cleared with the greatest of speed and safety. It appears as though the first mechanical delays of the season were handled smoothly by both the management and repair crews."

- signed: *Walter W. King* – Jul 22, 1974

# Documents - 1974

## Ratchet Drop
## August 1, 1974

***Clark notification letter:*** "On Thursday, August 1, 1974, the brakeman on Passenger Car #6 allowed the ratchet to drop while coming out of Waumbek Switch, breaking both bearing boxes and springing (the) axle. This was the 10 o'clock train. Engine #1 was sent up with an empty passenger car, the passengers were transferred to this train which continued on to the Summit for the remainder of their trip, returning to the Base at 2:00 PM. Engine #6 and Car #6 returned to the Base at 1:35 PM. Brakeman Warren Arnett later on today will have a full report which we will mail to you tomorrow, August 2nd."
- signed: *Edward M. Clark* – Aug 1, 1974

***Melvin acknowledgement:*** "Thank you for your letter of August 1, advising of the delay caused by the ratchet dropping out while coming out of Waumbek Switch. From your letter it is assumed that Warren Arnett was the brakeman involved. We shall be interested in receiving his full report which you indicate will be forwarded shortly." - signed: *Winslow Melvin* – Aug 2, 1974

***Brakeman Arnett's Report:*** "We were pulled into Waumbek Switch. We were getting ready to leave the switch and I had lifted my ratchet, and pinched it between the ratchet dog and it's brace. (This happens to be a quite common practice among brakeman.) We began backing out of the switch. The next thing, I felt a big bump, and severe jolt. I felt the car drop a little. I immediately jumped from the car to see what had happened. I then noticed the ratchet had dropped. We looked the damage over and found the shaft to be 2 or 3 inches from it's proper position. It had broken one bearing completely and cracked the other side. We called down to the Ticket Office, and told them the situation. They immediately sent a train up to take the people the rest of the way to the Summit. Nobody was hurt and most passengers were in good spirits in spite of the break-down. A crew came up on the train to fix the car, and I was sent up the mountain on another car.

I hereby affirm that my statement in regard to the breakdown on August 1, 1974 is true and correct and that I have not knowingly withheld any fact of circumstance which would, if disclosed, affect my position unfavorably." -signed: *Warren W. Arnett* – August 3, 1974

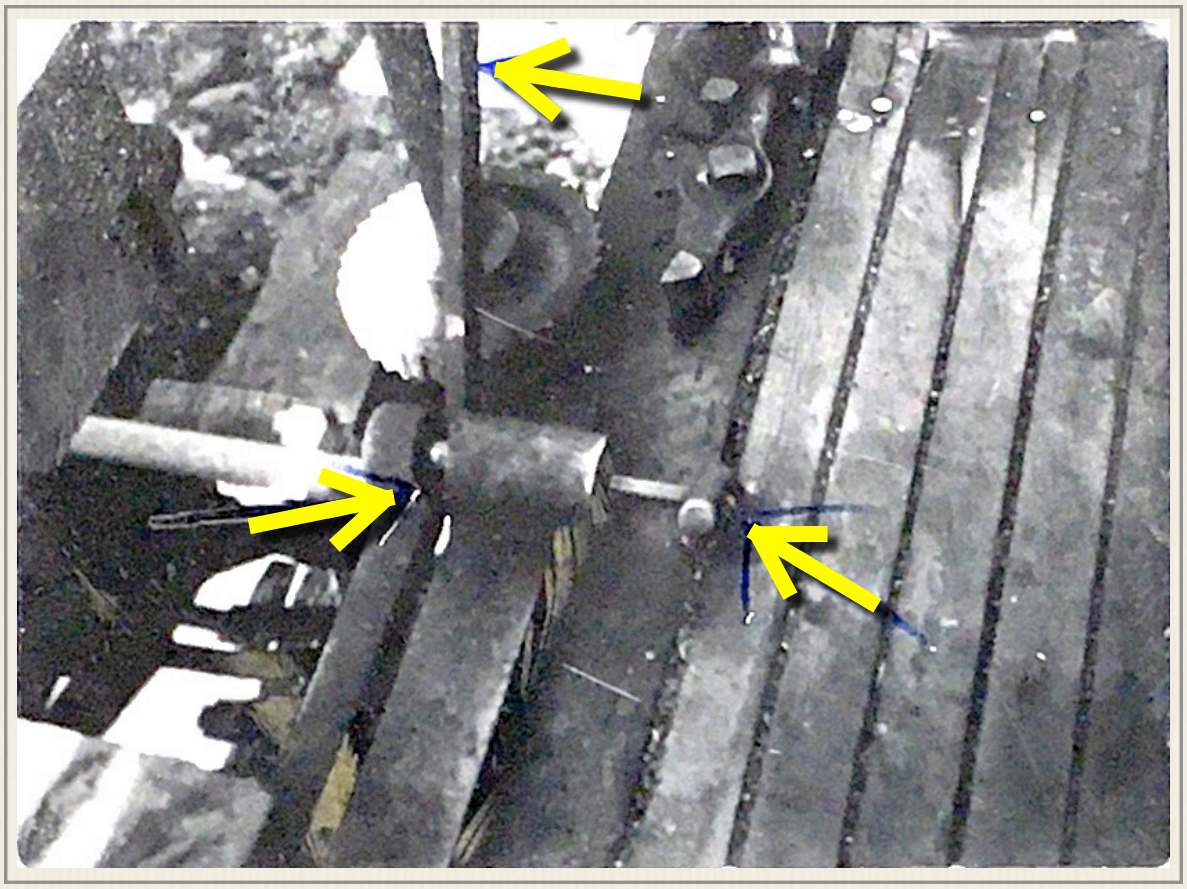
***Melvin acknowledgement***: "This will acknowledge receipt of your letter of August 3, 1974, containing a statement written by Brakeman Warren Arnett, relative to the ratchet which was dropped on August 1 causing a breakdown. We are concerned in connection with the statement made by Mr. Arnett that, "I had lifted my ratchet, and pinched it between the ratchet dog and its brace" and goes on to indicate that this is quite a common practice among brakemen. I have advised Inspector King to find out exactly what is meant by these statements because whenever the ratchet is up for a downhill movement it should be positively locked in place so it cannot drop accidentally or unintentionally.

If it is common practice among brakemen to allow such a movement without positively locking the ratchet in the up position this condition should be corrected immediately. It is fortunate that this incident happened on a siding rather than on the main line. Please advise as to what action can be taken to avoid a similar occurrence in the future. - signed: *Winslow E. Melvin* – Aug 7, 1974

## Warren King's Investigation
## August 7, 1974

On August 7, 1974, *(state inspector Warren King)* investigated an incident which caused a one-hour delay in passenger traffic on August 1, 1974. Engine #6 and car #6 were the head train of a double-header departing the base at approximately 10 a.m. with Engineer *(Mike)* Poché, Fireman *(Johnny)* Bolton, and Brakeman *(Warren)* Arnett. Upon leaving Waumbek switch, after allowing necessary trains to pass, Warren Arnett allowed the pawl to drop into the ratchet gear on the car while in a downhill motion. The car came to an abrupt stop while the engine continued down track for an additional 8-10 feet before stopping. Upon investigation, it was discovered that the downhill axle on car 6 had been bent and that the bearing boxes were broken. The back-up engine and car were dispatched upon notification from the crew of the problem. The passengers were transferred to the back-up train which continued to the summit with the original crew (Poché, Bolton, Arnett).

Written notification of the incident was received in this office on August 2, 1974, with the statement that a full report would be forthcoming from Brakeman Arnett. A copy of that statement is attached to and becoming part of this report. Upon interviewing Brakeman Arnett about his statement and the incident, it was learned that he considers this procedure of pinching the pawl lever between the spring-loaded latch and brace a common practice among brakemen. To get a better explanation, it was suggested that he demonstrate exactly how this is done. Attached to and becoming part of this report is a photograph which shows the latch in question. At the center of the photograph *(right)* is a T-handle attached to a cylindrical rod which passes through an eye in wide bracket through an open slot into a narrow bracket. Through this slot passes the lever that controls the position of the pawl. The lever in the photo is in the downhill position, in other words, the pawl is raised. When Mr. Arnett speaks of pinching, he means the lever is between the wide bracket eye and the narrow bracket eye with the T-handle rod which is spring loaded bearing against the lever to hold it in place. According to Mr. Arnett, this is done to alleviate the stooping and releasing of the T-handle upon entering into the main line at the switch. A mere touch of the toe would swing the lever into an up-hill position however, this was not what happened. The vibration of the car and engine caused the lever to slip from the pinched position and dropped the pawl in the ratchet while the train was in motion.



***Ratchet pawl lever and latch of car #6 Mt Washington Cog Railway.*** *Upper Arrow is the pawl lever. Arrow right center is the T-handle and latch. Arrow left center is of the slot where "pinching" occurred. (1974)*
*- Warren King photo / NH DOT files*

Mr. Arnett was questioned as to whether or not he was continuing this practice and he very promptly answered no. In further investigation, other crews were interviewed, brakeman, fireman, and engineer alike and all indicated that this was definitely not a usual procedure, in fact, none of them admitted to using this procedure. Mr. Arnett has been with the railroad since May 20, 1974. He qualified as a brakeman approximately three (3) weeks ago and passed his written examination. Upon request by this inspector, his examination was reviewed. It appeared that all questions concerning the movement of the cars and operation of the ratchet were in order. There are no direct questions in the examination as to the procedure of pinching. Furthermore, there are no questions in the examination relating to the position of the ratchet pawl lever.

In summary, it would appear to this inspector as though Brakeman Arnett had discovered a shortcut to save himself a few seconds, which in turn, cost a few hours delay this time. It has been indicated by the general manager (Clark) and the two (2) qualifying engineers Mike Poché and Charles Kenison that all crews have been informed of the situation and no further such procedures will be tolerated."

-signed: *Walter W. King* – Aug 9, 1974

**Operations Inspection, Too**
**August 7, 1974**

On August 7, 1974, (state inspector Walter King) made a limited operations inspection of the Mount Washington Cog Railway. On the above-mentioned date, all locomotives were available to operate. The #1 locomotive was at the shop and under steam for back-up purposes. All available cars were in operation with car #7 in the car barn awaiting seat replacement and a new down mountain shaft which was borrowed for car # 6. All available cars and engines were operating under a double-header situation at full capacity. In discussing the passenger situation with the ticket office, it was learned that this was the busiest day ever on the mountain. A slight problem developed with all cars in service, that left no car for back-up train. This situation was brought to the attention of General Manager Edward Clark, and he indicated that the work car was available if needed. Not being completely positive of the actual wording of the order requiring a back-up train, this inspector allowed the situation to continue for the remainder of the day.

Upon investigating the situation, the following day in the office files, it was decided that a complete back-up train (with a passenger car) should be at the base at all times. To expedite this decision under the suggestion of the Transportation Director, Winslow E. Melvin, a phone call was made to Mr. Clark and he was informed of the decision. Mr. Clark concurred and would immediately remove an engine and car from service for back-up. It was his belief despite the actual wording of the letter (dealing with) back-up locomotives, it was his belief that the letter meant a complete back-up train. (Clark) further indicated that he felt much safer with a complete train rather than just a locomotive back-up.

Robert Clement, Track Foreman, discussed the track repairs and problems with the undersigned. For some reason, Mr. Clement had the belief that a certain number of board feet were required to be replaced each year and due to the lack of available timbers, he would not be able to meet this requirement. It was pointed out that there is no such requirement, however, as much material as possible should be replaced. It was learned that the new timber had not yet arrived, and the shipping date has not yet been indicated. At the present, the crew is working on track surface or horizontal alignment. Mr. Clement indicated that train crews have notified him of a noticeable difference in the ride over the sections that have been re-blocked and shimmed.

Dana Kirkpatrick, Car Barn Foreman, indicated to Mr. Clark of his desire to leave the employ of the Cog and the reason being his lack of interest in the car shop. Rather than lose Mr. Kirkpatrick, who was a qualified brakeman, he has entered the fireman trainee program and appears to be quite happy with the challenge. This creates the problem that there is no work being carried on in the car shop, so it is difficult to determine when the #7 car will be completed and the *Chumley* car will be brought to the Base Station.

On August 6, 1974, a minor problem which could have been much more serious developed when #10 engine was leaving the siding at Skyline switch when the pawl dropped in the ratchet. The only damage done was the engine got out of time and the pistons stopped on center. It took approximately fifteen (15) minutes to correct the situation. The cause of the problem was that the lever that controls the pawl has several holes drilled in it through which an "S" shaped hook is placed to lock the pawl up in a downhill motion. The hook was placed in the wrong hole and allowed the pawl to make contact with the ratchet gear. Upon inspecting several of the other engines, it was discovered that the same situation occurs on all. It was suggested that the extra holes be welded preventing any further incidents.

A second minor incident which again could have been much more serious had it been at any other location. The #10 engine and a car were passing through the Marshfield switch with a fireman at the controls and a brakeman trainee flagging. The brakeman and engineer were unaware of what was happening. The brakeman trainee had only been in this position about two days and was completely inexperienced to the passing of a train through a switch, consequently he allowed a car to be pushed through a closed switch far enough so that it created a 1½ hour delay. There were no passengers in the car and there was very little if any damage done to the car or track. The only damage done was to pride because it was where all spectators and customers could watch. Mr. Clark indicated that it was a ridiculous situation and was caused by inexperience.

It would appear that situations of this type should not happen in the future. The people involved in the two above-mentioned difficulties have learned the hard way to be more attentive to their duties. This does not ex-

cuse the fact that two avoidable situations occurred, however, minor they may seem, they could have created some real serious problems." - signed: *Walter W. King* – Aug 9, 1974

**Operations & Track Inspection**
**August 12-13, 1974**

On August 12th and 13th, (state inspector Walter King) made an operation and track & trestle inspection of the Mount Washington Cog Railway. On both days, all engines and cars were available for service. One complete train was held at the Base Station for back-up purposes. A full schedule of double-headers, two trains per hour, has been the rule for the past several days. Passenger traffic is causing full trains all day. The two above dates mentioned, the passenger count has been over 800 per day. There were no mechanical failures causing any delay.

On August 12th, the #3 engine and #4 car of a descending train derailed the left downhill wheel of the car at 2 p.m. at Skyline switch. The train was entering the siding when the incident occurred. Held up due to the derailment were the # 9 and 10 engines ascending and the #2 engine which was the uphill section of the double-header descending. Due to the prompt action of the crew involved and the crews of the three trains nearby, there was only a 10-minute delay. The derailed car was jacked up and the wheel snapped back on the rail. All trains that passed over this portion of the switch the remainder of the day were watched very closely for any further problems.

There is a full compliment of crew and all seem to be well aware of their duties and how to execute them. Mike Poché has relinquished his duties as crew trainer to Charles Kenison who is doing what appears to be a very satisfactory job. Mr. Poché will be leaving the Cog Railway within a week anyway so the transition of responsibility has been made prior to his departure.

A view of the track and trestle was made on foot as well as one the ascending trip to the summit. This inspection was conducted with the track foreman, Robert Clement. Many aspects of the track and trestle repair and construction were discussed on this tour. The prime item was immediate repairs needed. The condition of the track having improved greatly over the past years has narrowed the immediate needs down to mostly cog racks and rails.

The largest problem with the cog rack seems to be loose spools. There are several areas that require some immediate attention. Along with the loose spools there usually is a cracked rack, however, not always. The cracks are a poor situation, however, not necessarily dangerous because they are only in the vertical portion of the rack from the top of the spool to the top of the rack. Mr. Clement indicated that welding operations would start immediately to correct the situation.

Several rail joints were noted as being loose and two joint bars were noted as being broken these are at bent numbers 729 and 944. The track crew is in the process of tightening loose joints and should be able to take care of this without special instructions. The remainder of the rail is in fair condition, only one section of rail was noted that needed changing. This was the right rail at bent #840. The ball has become worn and deteriorated so that it is nearly half the normal width.

Beginning at bent #371 descending track surface leveling has begun. This consists mostly of blocking and shimming of sills and caps. To date, the operation has reached down to bent #320 and plans are made to continue the leveling down to the foot of Cold Spring Hill. Many of the engineers and brakeman have indicated that there is a noticeable difference in the ride over this leveled area.

As far as wood is concerned, a complete list of replaced timbers will be forthcoming at the end of the season. It was noted that part of the new timber ordered had arrived at Fabyan Station so the wood replacement will begin again. The original side piece order was doubled to meet the demands of Mr. Clement's desire to replace many more than was originally planned.

In summary, it would appear that the track and trestle are in better condition than a year ago despite the fact that the new timber was not received until August 13th. The replacement of centers that were complete

prior to opening day has made a big difference in the overall stability of the track. A very small amount of other timbers has been changed out since opening of the seasonal operation. It was suggested to Mr. Clement that possibly all remaining single centers should be replaced by the new double centers. This would make the cog rack much more stable." - signed: *Walter W. King* – Aug 15, 1974



**State Inspection Report**
**September 19, 1974**

On September 19, 1974, (state inspector Walter King) made an operational inspection of the Mt Washington Cog Railway: On this date there were two (2) trains operating with qualified crew and no trainees with one (1) qualified crew as back-up. This is the way the (railroad) has been operating since Labor Day weekend. AS of September 20, there will be only two (2) qualified crews at the base except for weekends at which time there are at least (2) and possibly three (3) qualified engineers in addition to the normal weekly crews. On the above day *(9/19)* three (3) trains ascended the mountain; one at 11:00 a.m., one at 12:00 noon, and one at 3:00 p.m. The weather at the base was sunny and cool. The weather at the summit was cloud covered and cold.

Mr. Clement, track foreman, was interviewed about halfway between Skyline Switch and the summit. At this particular location they were replacing side pieces. As it now appears the side piece replacement will continue until the present supply of timber is exhausted. It is the plan at present to work on all maintenance aspects as long as the weather permits. Much discussion was given to the past, present, and future labor problems and prospects with Mr. Edward Clark, general manager, and Mrs. Ellen Teague. Mrs. Teague indicated that Mr. Clark will be remaining with the railroad for as long as he desires. Roger Sanders, master mechanic, is also expected to be part of the railroad operation for many years. As it now stands there is no one in the employment who is qualified to train the necessary crew. There is the possibility that Mr. George Trask, Sr., a longtime engineer and weekend employee, will be available to take on this task.

The question of unqualified personnel operating trains on the mountain was discussed. It was pointed out that under no circumstances could a train carrying passengers be operated with an unqualified engineer unless a qualified engineer was in the engine. It was explained that under certain circumstances an unqualified crew might ascend the mountain with a train to assist a mechanical failure, provided the qualified crew took over to return any passengers to the base. It was noted that there had been little or no welding of spools and cracked racks since early summer. This point was brought to the attention of Mr. Clark who indicated that welding was to begin some time the following week.

The undersigned inspector is under the impression there have been instances when unqualified personnel have operated equipment on the mountain without proper supervision. It is with this in mind that during the remainder of the season, through October 13, at least one (1) and possibly two (2) more operational inspections be conducted." - signed: *Walter W. King* – Sep 23, 1974



**Operations Inspection**
**October 1, 1974**

On October 1, 1974, (state inspector Walter King) made a follow-up operation inspection of the Mt. Washington Cog Railway Company. It was indicated at a previous inspection that unqualified personnel were operating at various times. It now appears that this is not the case at all. Only qualified crews are operating and in doing so much revenue is being lost. However, no amount of revenue is worth the risk involved with unqualified crew. On this date *(10/1)* the No. 10 and No. 2 engines were operating with capacity loads at 11 a.m., 12 noon, 2 and 3 p.m. The weather was overcast and cold yet the Summit was visible. As it turned out, the 2 p.m., train returned to the base at 4:15, not reaching Waumbek because of a mechanical failure at Cold Spring Hill. The 3 p.m. train was cancelled entirely.

Much discussion was given to the scheduling of spring repair work. It was brought to this inspector's attention that Pliney Granger has been on the mountain and inspected Skyline Switch. It was Mr. Granger's opinion

that the switch should be rebuilt prior to the 1975 operating season. As the plans stand now this will be done in the spring and will consist of new timber and new switch parts where needed.

An inspection of the crews qualifying records was made and it appears that some exams are missing. In June it was brought to the attention of Mr. Clark that these exams become part of the qualifying procedure. At the present time there is no one employed by the Railway that is qualified to review the exams. A second letter (copy of which is attached) to Mr. Clark has been sent indicating the importance of these exams and that crew records be available to a representative of this Commission.

Due to the extreme cold weather, track crew has moved below Waumbek Tank and are in the process of replacing side pieces. It appears that the side piece replacement will take most of the fall, weather permitting. There is very little rebuilding type maintenance being done in the shop. There are plans, however, to try to replace two boilers prior to 1975. Insurance companies require one boiler per year and the Railway is already delinquent one boiler."

- signed: *Walter W. King* – Oct 4, 1974

### King Letter to Clark re: Missing Exams
### October 4, 1974

"In reviewing the qualifications of present crew on October 1, 1974, it was noted that some were missing exams. According to a letter from the Transportation Director, Winslow E. Melvin, dated June 21, 1974 it was requested that these exams become part of the qualifying exercise for train operating personnel. Even though there is no one presently employed by the Cog Railway who is in a position to analyze these exams for qualification purposes, this does not mean the exams should be overlooked. It was brought to my attention that the crew members were qualified prior to the date Charles Kenison terminated his employment, so these exams should have been given. Prior to the 1975 operating season a format for recording train personnel and qualification dates will be discussed and hopefully adopted. It is vitally important that this type of record be available, complete and current."

- signed: *Walter W. King* – Oct 4, 1974



## ≺1975≻

### Spring Operations Inspection
### May 27, 1975

On May 27, 1975, (state inspector Warren King) made a spring operations inspection of the Mt. Washington Cog. Railway. Upon arrival at the Base Station, one engine was witnessed at the crest of Cold Spring Hill just downgrade from Waumbek Tank. It was learned later from Ed Clark, General Manager, that the engine was No. 10 *(Col. Teague)* and it was on the work train working in the area of Cold Spring Hill. The No. 2 engine *(Ammonoosuc)* had just successfully completed a hydrostatic test and would be ready for firing on May 28, 1975 some time in the afternoon. The remainder of the engines No. 6 *(Great Gulf)*, 3 *(Base Station)*, 9 *(Waumbek)*, 4 *(Summit)* and 1 *(Mt. Washington)* are in varying degrees of maintenance. According to Roger Sanders, Master Mechanic, the engines will be ready for operation in the order they are listed above.

There has been new mud ring clean outs installed in all boilers. A new cylinder cock linkage is being installed in all engines. The old style linkage consisted of bolts and pins through worn and elongated holes in strap iron and made for a very loose jointed linkage. The new linkage consists of aviation type rod ends with metal bearings and threaded rods to replace the strap iron. It would appear that this innovation of Mr. Sanders is a step in the right direction for smoother and easier locomotive operation. A new cab is being placed on the No. 9, a new smoke stack and screen have been installed on the No. 2. The remaining smoke stacks have been repaired as have the screens. As it now stands, Mr. Sanders has two mechanics under him who are capable of being master mechanics in the need of more than a normal days service. In other words, a 24-hour operation could be conducted in the shop if the need arose.

There is approximately enough timber for track and trestle repair to last until some time early in July. A new timber order should be placed immediately according to Mr. Clark, with a delivery date of some time hopefully in mid—July. At the present time there is no track foreman that will be remaining in the maintenance portion of the operation throughout the summer. Mr. Clark is overseeing the track and trestle repair at the present time.

The *Chumley* car has been returned from Fabyan to the Base. The frame work and sides have been repaired. It is, however, missing seats and windows. The running gear has yet to be put in place. Hopefully this car will be available for service later this year. The *Thelma* car needs some structural maintenance. It has been observed while under capacity loads to sag slightly in the center. Upon close investigation it was noted that rivets in the aluminum siding and the structure are beginning to wear. It is the intention, according to Mr. Clark, to correct this matter with a truss type rod beneath the car on each side. A more detailed inspection of the cars will be made prior to the late June operating date.

According to Mr. Clark, he is having problems finding a crew trainer and engineers. It appears that there is no lack of brakemen or firemen. George Trask, Sr. has been contacted as a possible train master. He has the ability and background to fill the position provided he would have the leadership needed. At this time it is uncertain as to his decision on the matter.

It was pointed out to this inspector that during the early winter months one of Mr. Clark's ambitions became a reality, that was that the railway should have some sort of transportation to be operated on the existing tracks utilizing the cog rack for power to yield a more rapid ascent and descent for not more than three (3) people. Prior to the beginning of 1975 a (speeder) was built by Mr. Sanders and Mr. Clark utilizing the technology of the snowmobile clutch and engine and the safety factors built into the present locomotives. A small vehicle with approximately a 36-inch wheel base was constructed and tried. It appeared to be a very satisfactory operation on an initial run up the mountain in late November. It took 29 minutes to get from the Base to the Summit. It would appear that this vehicle will be a great asset to the railway. The vehicle has since been dismantled* and will be rebuilt with a longer wheel base with the same type of power unit and a different braking system for added safety." - signed: *Walter W. King* – Jun 3, 1975

**See Vol. 4 Appendix - Speedy & Patriotic for the story of the "dismantling" of the "Yellow Jacket" speeder.*

## State Inspection Report
## June 24, 1975

On June 24, 1975, state inspector Walter W. King made an operational inspection of the Mount Washington Cog Railway. "Upon arriving at the Base a lengthy discussion was held with Mrs. Ellen Teague, President of the Railway Company. The discussion centered primarily around the availability and qualifications of the operating and maintenance crews. *(list attached)*

It was learned that there were two (2) work trains on the mountain; one (1) near Waumbek Switch and one (1) at the summit. It was further learned there was one (1) train ascending the mountain with passengers. Engines available on this day were #10, #2 and #6, with #3 as back-up remaining at the Base. Ten and six were with work trains; #10 *(Col. Teague)* returning to the Base to ascend at 12:30 PM as a passenger train and #6 *(Great Gulf)* remaining at the Summit on the work train. Engine #10 with Car #7 departed the Base at 12:23 PM and met Engine #2 *(Ammonoosuc)* with Car #2 descending at Waumbek Switch. The ascending train arrived at the Summit at 1:35 PM, departed at 2:05 PM on the descending journey to the Base and met the upcoming train at Skyline Switch. The descending train arrived at the Base at 2:55 PM. There were a total of four (4) passenger trains on this date.

Mr. (Edward) Clark was interviewed at the summit where he was working with a maintenance crew repairing the platform in the crib portion of the track. This operation is more of a face-lifting than structural repair. The scheduling was discussed as was the availability of a responsible person to train the crews and take care of the qualifying. It was learned from Mr. Clark that last year's Chief Engineer Michael Poché returned for the season and was to take on some managerial responsibilities as trainer and train master. However, due to the qualities required in managerial positions, Mr. Poché was relieved of all duties at the Railway.

It would appear that George Trask, Sr. will be available on demand as needed. It is very possible that Mr. Trask will take over the duties of training and qualifying the crew. Robert Callahan has taken over the duties as track maintenance foreman. A considerable amount of caps and sills are scheduled to be replaced this season... beginning at Waumbek Tank descending for approximately 1600 feet. In the words of Mr. Clark, the track and trestle is in need of much repair. It is agreed by all concerned that the structure is safe enough for use but the visual aspects could use improvement. There is a certain amount of timber that should be replaced each year. This has fallen behind the schedule due to short season and lack of available timber. It would appear that Mr. Clark is much more critical of the track than had been past managers. Due to the difficulty of replacing portions of a horse in the past, quite often the entire horse was let to deteriorate too far. A special bracket has been made that allows for the removal of a cap or sill in approximately ten (10) minutes. This will speed up much timber replacement and will allow the crew to do work that was previously too lengthy to attempt during the hourly schedule. Mr. Callahan and his crew has been working very diligently at trying to bring the track into some sort of horizontal alignment. At the present time this crew is spending most of the day re-blocking and shimming to accomplish the above mentioned.

In general, the track is in fair to good condition even though there are some areas that, while witnessed alone, are deteriorating to a dangerous condition. Immediately adjacent to these areas are section of very sound track and trestle. It would appear that with the concern of General Manager Clark in the area of track and trestle, a further inspection should be made. Such an inspection will be completed in the very near future."

- signed: *Walter W. King* – Jul 7, 1975



## Late July Breakdown
## July 27, 1975

***Clark Notification Letter:*** "On Sunday, July 27th, the #4 engine *(Summit)*, which was our 3:00 PM train left the Summit at 4:50 PM. This engine was the top of a double (header), as it was coming down Long Trestle the binder or bearing cap on the crank shaft, rear, firemen's side, broke loose dropping the crank shaft down onto the rail. Engineer Peter Richter brought his locomotive to an immediate halt. At this writing eight individuals have reported bruises or cuts as a result. The following procedure was sent in motion.

## Documents - 1975

The #3 engine *(Base Station)*, which had left the Base at 5:15 PM, only went as far as Waumbek and then was called and told to return to the Base. It arrived back at the Base Station at 5:50 PM and all passengers were refunded their money.

The #10 engine *(Col. Teague)* left the Base at 6:15 PM to pick up the passengers of the #4 and to bring down the tender of the #4. The engine with the passengers arrived at the Base Station at 7:55 PM.

The #2 engine *(Ammonoosuc)* left the base at 6:41 PM with the flat car, and proceeded up to the #4 engine. They removed the crank shaft and brought the engine down, arriving at the Base Station at 9:20 PM.

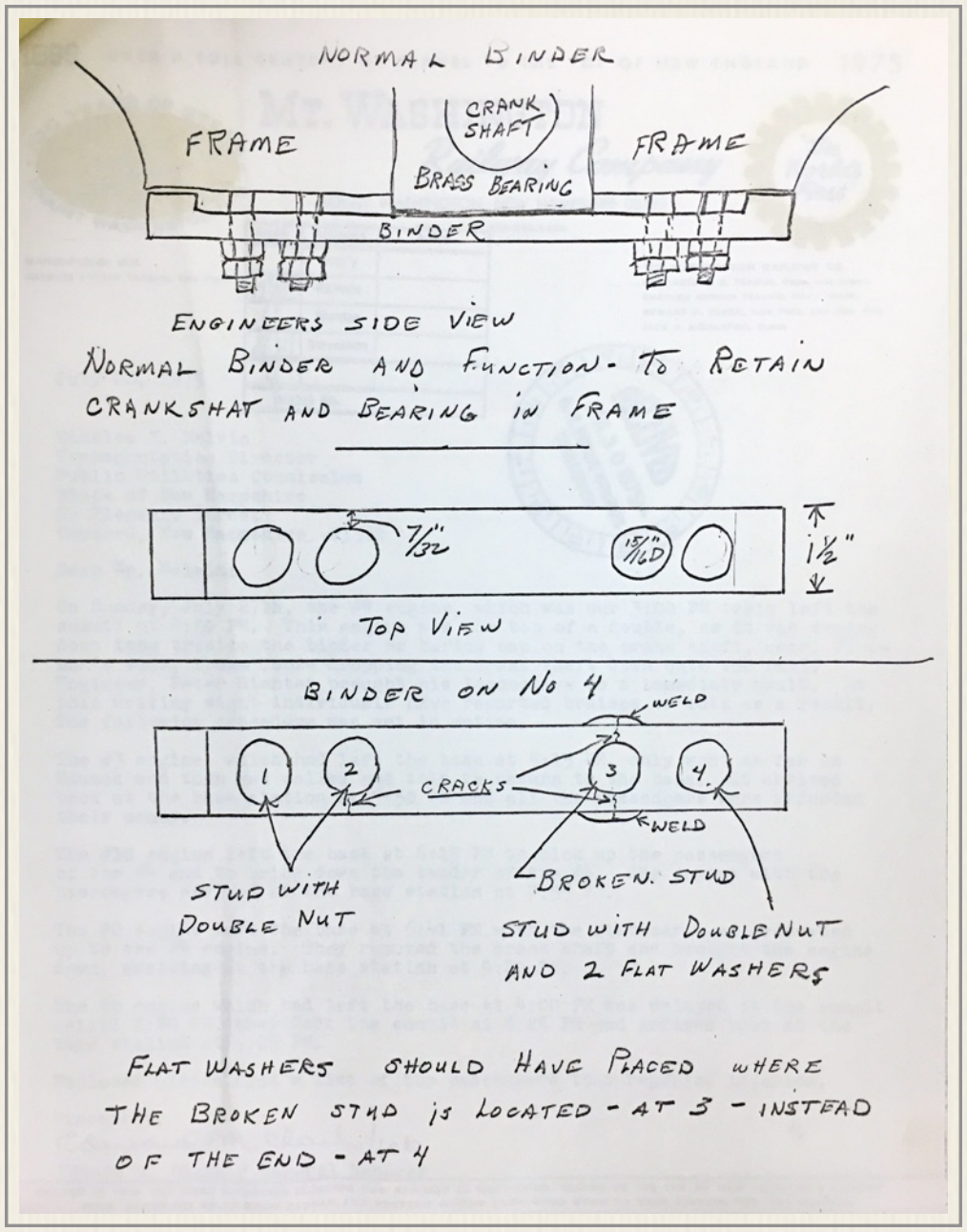
The #9 engine *(Waumbek)* which had left the base at 4:00 PM was delayed at the Summit until 8:20PM, they left the Summit at 8:25 PM and arrived back at the Base Station at 9:35 PM.

- signed: *Edward Clark* – Jul 28, 1975

***King Investigation:*** "On July 27, 1975 Number 4 engine *(Summit)* in a descending direction, broke a binder allowing the crank shaft to drop to the tracks immediately stopping the engine and car containing passengers. The accident occurred at approximately 5:10 p.m. about 600 feet downhill of Skyline Switch. Eight (8) passengers received minor injuries as report in the attached statement by the Railroad. The incident was reported to the Public Utilities Commission by phone at 11:25 a.m. on July 28, 1975. This investigation took place on July 29, 1975.

The Engineer was Peter Richter, Fireman was Dana Kirkpatrick, Brakeman was Bob MacKinnon. The incident was discussed with Engineer Richter, Fireman Kirkpatrick, General Manager Ed Clark and Master Mechanic Roger Sanders. The mishap occurred just above Long Trestle in an area where the passengers could disembark from the train without the use of any platform device and board another train to continue the downward trip. At 6:15 p.m., the Number 10 engine and car was dispatched from the Base to pick up the passengers and the tender and return to the Base at 7:55 pm. The passengers that complained of injuries were treated by a physician. There was one train up mountain and remained at the Summit until 8:20 p.m. when the track was cleared and returned to the Base at 9:35 p.m.

The binder in question that broke had been welded in 1974 and was in use at regular intervals up to the July 27, 1975 mishap. On Saturday, July 26, 1975 a crack was found in the binder by the engineer who reported it to the Master Mechanic for necessary repairs. Upon inspection, Mr. Sanders determined that it was not feasible to repair the cracked binder again because the crack was in a weld. He instructed Engineer Richter to place two (2) flat washers beneath the crack and install a stud and double nut and this would make a temporary repair to keep the engine in operation. In the meantime, he proceeded to make a new binder. Engineer Richter proceeded to do what he understood to be the Master Mechanic's request. However, it appears that he placed the washers in the wrong location. Attached to and becoming part of this report is a sketch *(right)* showing the location of the binder and the placement of the washers…



The binder in question is on the Engineer's side down mountain. The portion that failed first is the up-mountain end of the binder. This particular binder is approximately 1½ inch wide, a little over an inch thick at its thinnest point, with four (4) 5/16th holes. The purpose of this binder is to hold the brass bearing on the frame though which the crank shaft protrudes. The forces are exerted to the crank shaft from the piston which are then transmitted through the small drive gear to the larger bull or driven gear *(aka spur gear)*. With the failure of the binder allowing the bearing to drop from the frame under normal operating stress, in a downhill motion, the bull gear pulled the crank shaft to the tracks and the engine rode up on the crank shaft and tried to climb over the shaft while one end remained attached to the frame. The wheel on the engineer's side was raised from the rail and the cog gear was lifted out of the rack. This acted as a trig and stopped the engine within one (1) foot. It was in the abrupt stop that the injuries occurred. The engineer claims that the train stopped before the brake could be completely applied.

There was minor damage done to the cog rack. The rack was removed, and a new section placed. The damage to the race was so minor that it has been repaired and the rack is now ready for use.

It would appear to the undersigned that the cause of this accident was the cracked or broken binder. However, even with a cracked binder had the Mechanic Sanders' instructions been followed properly, the resulting accident would not have occurred. It is possible that the proper instructions were not give the engineer or that the engineer misunderstood the instructions. Both Engineer and Master Mechanic feel a certain amount of responsibility should be placed on them for the mishap.

While the engine was in the shop for repairs it was decided to remove the old crank shaft and test it for cracks and eccentricity. In its place a new crank shaft was installed. The old crank shaft has proven to be in good condition and is available for use if necessary.

- signed: *Walter W. King* – Jul 30, 1975



**Operational Inspection**
**August 25, 1975**

"On August 25, 1975, (state inspector Warren King) made an operations inspection of the Mt. Washington Cog Railroad. Engine No. 9 departed the Base Station at 12:03 arrived at Waumbek switch at 12:23 meeting Engine No. 10 descending. Departing Waumbek switch at 12:33 arrive at Skyline switch at 1:00 p.m. meeting Engine No. 2 at Skyline switch. Departed Skyline switch at 1:06 arriving at Summit at 1:21 p.m.

On the descending trip departed the summit at 1:50 p.m. arriving at Skyline switch at 2:00, at Waumbek switch at 2:20 and arrived at the Base Station at 2:43 p.m. Both ascending and descending rides were normal with no undue vibration or sudden stops made. The trains passing through the switches were observed very carefully by the brakeman and the undersigned. All operations seemed to be carried out as prescribed.

It was noted that there has been a considerable amount of welding of spools throughout the line. There was one damaged rack noted at Bent No. 111. At the downhill end of the damaged rack on the left side, the top corner of the vertical portion of the angle-iron is broken out from the end of the rack to the first spool. Approximately ¼ of the spool's circumference is visible. This was brought to the General Manager, Ed Clark's attention upon arriving at the base. He admitted he was aware of the situation and would have it corrected immediately. There has not been too much timber replacement carried out since the beginning of the hourly schedule the last of June.

Another area of concern was the downhill switch points at Waumbek switch. It would appear that an adjustment in the switching mechanism could be made and correct this problem. The switch points when in the siding position did not close tight against the main rail. This too was brought to Mr. Clark's attention and again he admitted awareness of the situation and would correct it immediately.

In the process of discussing the railway's operation, it was learned that the Track Foreman, Robert Callahan has been relieved of all duties and responsibilities with the company. Mr. Clark is acting as track foreman with a selected few employees that he can rely on as track crew. It was also learned that the senior engineer, Peter Richter has left for the season. Mr. Clark was asked as to who the trainer of new crew members was to be

and it was indicated that the senior members of the various positions, namely engineer, fireman and brakeman probably would become trainers for those areas. (*Ed note: reverting to procedure during Jitney Years and before)*. Master Mechanic, Roger Sanders has recently qualified as an engineer and another shop employee, Mr. (David) Dearborn has shown he is capable of acting as fireman. It is hoped that Mr. Dearborn will qualify as fireman very shortly. It has been brought to this inspector's attention that at times there was no backup engine or crew available as ordered by this Commission.

Another visit was made on a better day as far as weather conditions were concerned, the weather on the 25th was overcast and foggy and generally speaking, was not a good day to take a trip up on the mountain. On August 28, 1975 the weather was clear and warm, a good day for a big crowd at the railway. However, on this day a backup engine and crew were available, that does not rule out the possibility that some days there may not be an engine and crew available.

The exams taken in 1975 were checked. As it now stands, Roger Sanders and David Huber have taken the engineer's exam, Dave Moody, Ken Bly, Thad Gaebelein and Dann Dodd have taken the fireman's exam, Bruce Moffit, Jeff Henault, Brad MacKinnnon and Charles Morrill have taken the brakeman's exam. No one seems to know, if anyone, who is correcting these exams. They were given in the office and have to be completed there or in the ticket office. They cannot be taken to the crew members room or any other place in the area. It would appear that someone, whether he be designated as trainer or an extra responsibility placed upon a senior engineer, but someone should be correcting these exams otherwise it would appear that they have no value."

- signed: *Walter W. King* – Sep 4, 1975

**Inspection Follow-Up**
**September 10, 1975**

"Dear Mr. Clark: This letter is written to you as the result of a report submitted by Inspector Walter W. King on a recent visit to the Cog Railway. This report indicates that there was a damaged cog rack noted at Bent No. 111 in which the top corner of the vertical portion of the angle-iron was broken out from the end of the rack to the first spool at its downhill end allowing approximately one quarter of the spool's circumference to be visible. Mr. King indicates that this was called to your attention and you indicated that you were aware of the situation and it would be corrected immediately.

Another area of concern was the downhill switch points at Waumbek Switch which requires an adjustment because the switchpoints in the siding position did not close tight against the main rail. When called to your attention you again admitted awareness of the situation and stated it would be corrected immediately.

It is also indicated that several written examinations have been given to engineers, firemen and brakemen, but from what Mr. King was able to determine no one seems to know if those examinations have been corrected or given any consideration as to the answers given.

The purpose of this letter is to call your attention to these matters. We feel that any condition affecting the safety, or the track work must be given priority to be certain that operations may be conducted in complete safety. The cog rack is particularly important in this regard. It is also most essential that qualified personnel be engaged at all times in operation of the trains. Unless records are maintained properly to indicate that these employees have satisfactorily passed the examinations there is no proof of determining their qualifications.

It is expected that all Regulations of this Commission shall be carefully followed whether they pertain to conditions of the track equipment or properly qualified crews. As no laxity in this regard can be tolerated please see that these conditions are corrected immediately. It is also respectfully requested that you advise us of the date of the corrections of the cog rack and switch points as outlined above.

- signed: *Winslow E. Melvin* – Sep 10, 1975

*Ed Note: This was the last piece of 1975 correspondence found in NH Transportation Dept files*

## ≺1976≻

**B&M Letter to Edward Clark, GM**
**RE: Cog Right of Way Acquisition**
**May 5, 1976**

Dear Mr. Clark:

Herewith draft of proposed deed from the Trustees of the Boston and Maine Corporation, Debtor, to the Mt. Washington Railway Company, covering property in Mt. Washington, New Hampshire, for your approval.

If this draft meets with your approval, kindly return it to me and the final papers will be prepared to complete the transaction

Very truly yours,

John E. O'Keefe (m)

John E. O'Keefe

***KNOW ALL MEN BY THESE PRESENTS***

that ROBERT W. MESERVE and BENJAMIN H. LACY, as Trustees of the property of Boston and Maine Corporation., Debtor, and not individually (see In the Matter of Boston and Maine Corporation. Debtor, United States District Court for the District of Massachusetts, Docket No. 70-250-M) with offices at 150 Causeway Street. Boston, Massachusetts, for $1.,250. 00, paid to them by MT. WASHINGTON RAILWAY COMPANY, a corporation duly established and existing by law,of Mt. Washington, New Hampshire 03589, the receipt whereof is hereby acknowledged. do hereby give, grant, bargain, sell and convey unto said Mt. Washington Railway Company, its successors and assigns, all of their right, title and interest in and to a certain piece or parcel of land situated in Mt. Washington, Coös County, New Hampshire, and bounded and described as follows:

Beginning at a USFS Bound #953, thence running 85°21' West 672.18 ft. to an iron pipe set; thence turning and running Nortb 70°25' West 216.32 feet to an iron pip set; thence turning and running North 82°21' East 885.25 feet to a point; thence turning and running South 4°11' West 101. 16 feet to UXFS Bound #953 at the point or beginning, be all of said measurements more or less. however otherwise bounded and described, said parcel containing an area of about 1.77 acres and being shown upon plan marked "Land in Chandlers Purchase, N. H. Robert W. Meserve et al Trustees of the Property or the Boston & MaineCorporation to Mt. Washington Cog R.R. Scale 1" = 100 feet June, 1975", to be recorded herewith.

This conveyance is made subject to the following restriction for benefit of other land of the grantors, to wit: that from the date hereof neither the grantors. nor their successors or assigns, shall ever be liable to the said grantee, or its successors or assigns, or to any lessee or user of said parcel of land or of any part thereof; for any damage to any buildings or property upon the above-described premises caused by fire whether communicated directly or indirectly by or from locomotive engines upon the railroad operated by the grantors, their successors or assigns, or otherwise.

This conveyance is made without granting any right of way, either by necessity or otherwise, over remaining land of the grantors, their successors or assigns..

By the acceptance of this deed and as part consideration therefor, the grantee hereby covenants for itself, its successors and assigns, to assume any and all obligations and liabilities of the grantors, their successors and assigns, which in any way relate to structures, drainage and crossings and appurtenances located in whole or in part within the above-described premises, including but not by way of limitation, those which are at or about Engineer ing Stations 1053+00, 1055+55, 1058+60 and 1060+30. This covenant is to run with the premises conveyed and is to be binding upon the grantee, its successors and assigns forever.

WHEREAS , on July 16, 1970, the said United States District Court for the District of Massachusetts, by Order No. 26 (in Docket No. 70-250-M) authorized the said grantors as trustees to sell at private sale or exchange, free from liens. this conveyance is hereby made free from liens pursuant to said Order.

The covenants in this deed contained are to be covenants running with the land and are to be binding upon the grantee,. its successors and assigns, forever.

TO HAVE AND TO HOLD the above-described premises, with all the privileges and appurtenances thereto belonging to the said Mt. Washington Railway Company, its successors and assigns, to their own use and behoof forever.

IN WITNESS WHEREOF the said Robert W. Meserve and Benjamin H. Lacy have hereunto set their bands and seals, as Trustees aforesaid, this _____ day of _____ , 1976

ROBErT W. MESERVE and BENJAMIN H. LACY, as Trustees of the property of Boston and Maine Corporation, Debtor

**An Invitation from Ellen**
**May 9, 1976**

Dear Mr. Melvin: Well it has been quite awhile since we have corresponded, but as we are old friends I thought you would appreciate in having this program for the dedication of the Railway on June 26th as a National Historic Landmark.

I also have enclosed my acceptance speech, so that you would know my intentions are to retain steam and only steam for passenger use. In time with my plan, I intend to have a library on steam, and lectures to be given for the study of steam, and by being a landmark, similar to National parks, we can receive grants.

I know you have seen the diesel and I will be up at the Base the week of May 16th to see it for myself, but have received full information, during the course of construction and a finalized report from Bruce Sloat, whom we all know. Looking forward to seeing you at our dedication. And with best wishes,

- signed: *Ellen Teague* - May 9, 1976

**Railway Inspection**
**May 10, 1976**

On May 10, 1976 (state inspector Warren King) conducted a routine inspection of the Cog Railway. The major purpose of this inspection was to make a determination as to the operating condition of the new diesel-powered locomotive to be used as a work train for future years. It was learned from Mr. Edward Clark, General Manager of the Railway that the automatic transmission in the locomotive has developed a problem. It is not known at this time whether the problem is the transmission, with the way the transmission is piped or with the purging of the air from the transmission. Mr. Clark informed me that an automatic transmission mechanic was being brought in to see if the problems can be rectified.

In discussing the operation of the new locomotive, it was learned that a short test had been made and this was when the transmission problems were discovered. It appears that in the process of ascending the track from the shop to the coal bunker, that the automatic transmission fluid began to foam and pump out through the breather consequently, all of the transmission fluid was lost. It was further learned that the brakes, both air and mechanical in the brief run operated very effectively. The motor also gave no problems.

At this time the number 1 *(Mt. Washington)* steam locomotive and number 6 *(Great Gulf)* have been hydrostated and both passed. However, a small crack has been discovered in the dome cover of the number 1. Upon learning this, the dome cover was removed from the number 6 and is being installed on number 1 because this locomotive is the closest to being ready for operation. The rest of the locomotives have yet to be hydrostatted and some mechanical work is required on these other locomotives.

There has been some work begun on the cars. The *Chumley* car is nearing completion with the new seats being installed. About the only thing left on this car would be the windows. The interior has been completely redone. There is some concern on this inspector's part with the method of installing new seats in the *Chumley*

car. These seats have been installed as though the car will be run on a level surface and not on the 25% grade average that it will operate over. There is a possibility that adjustments may have to be made to accommodate for the sloping grade. The remaining cars are in various stages of repair and maintenance. It would appear that if all locomotives are operable for the 1976 season with the addition of the *Chumley* car there may be a sufficient number of passenger cars for service.

The ash pit at the coal bunker has been a problem area for many years. It appears that at this time the ash pit will be completely rebuilt before the upcoming season. The ashes and soil have been removed and preparations for the building of forms and pouring concrete for the new ash pit.

Mr. Clark indicated that a tremendous amount of new timber has been ordered. It was further pointed out that Robert Clement would be returning to the Railway as track foreman. Mr. Clement left the Railway in 1974 to join the Freedom Train and then decided to disembark early and return to the Cog Railway. It is not yet known to what extent the exact time he will be returning. It is hoped that the large number of (Cog) veterans will return for the 1976 season.

- signed: *Walter W. King* – May 14, 1976

### Track & Trestle Inspection
### May 29, 1976

Bob Clement returned, conducted an inspection of the track, and wrote a report detailing work done and still needed. He closed with the following Track Foreman's Comments: "(The cog) rack is nowhere near as critical as people would imagine. I would venture to say that actual pressure is only in the neighborhood of a few tons exerted parallel to rack. Rack can't lift as the gears hold it down. What is important is the gap between racks. Going up is hardly ever a problem. Coming down, the space between spool centers shouldn't be less than 3¾ inches or more than 4½ inches. The shorter is the critical measurement. Any less than this and an engine will jump time. The wide gap will only cause a bump.

Centers could be completely pulled from below Lizzie's to summit. Probably 60 to 70 pieces of center and about 400 ties would do it. In this way, rack could be completely re-gapped.

2x4 and old 1" board can be used to spruce up Skyline platform. Also Gulf platform could use some work. Tank is OK but could use a sign. Same at Waumbek.

Top of Long Trestle and summit hill can both take a fair amount of center and ties. Halfway House can use paint, signs 2" wood, 1" board.

Blocking out of base is in need of replacement. (Much 10x10)"

- signed: *Bob Clement* – May 29, 1976

### Railway Inspection
### June 2, 1976

On June 2, 1976 (Walter King) made a routine inspection of the Mount Washington Cog Railway in an effort to determine the status of the normal spring maintenance and operations in preparation of opening for hourly service. Upon arriving at the Base Station at Marshfield, Edward Clark, General Manager of the railway was interviewed. It was learned from Mr. Clark that the railway was open for business on the Memorial Day weekend from May 29 through 31. A total of 9 trains made the trip up the mountain. This brief revenue operation brought in enough money to help with this spring's work.

All engines except number 9 *(Waumbek)* have had their hydrostatic boiler test and passed. On the day of this inspection, number 10 *(Col Teague)* was on the mountain with the work train. Number 6 *(Great Gulf)* was at the Base ready to be fired. Number 1 *(Mt. Washington)* needs very minor repairs. Number 4 *(Summit)* is receiving stack repairs. Number 2 *(Ammonoosuc)* is receiving a cab and bearing repairs and number 9 needs boiler work. The new diesel-powered locomotive is not operational at this time. It has been reported in earlier memos that a

problem developed with the transmission and Mr. Clark pointed out that a new transmission has been purchased and will be installed when time is available. It appears that the slippage in the transmission was much greater than expected. The new transmission should correct this situation.

The *Speeder*, a section car adapted to the Cog Railway track has been in operation. Attached to and becoming part of this report are photographs of this vehicle. *(see Vol. 4 Speedy & Patriotic)*

It was further learned from Mr. Clark that 10,000 feet of timber has been received on May 20 and is in the process of being installed. There is approximately 28,000 feet expected by June 5th by rail. Much of this timber will be installed prior to the hourly service beginning June 26 and the remainder to be installed Robert Clements and the track crew through the summer. It appears that the majority of the new timber will be centers, side pieces, and ties. Arrangements are still being made for foreign labor from Newfoundland for a brief period as track builders. It is hoped that the crew can begin work well before the June 26th opening. It is not known at this time exactly the number to be imported.

The crews to be operating (the trains) have not yet been finalized, however it does appear that many veterans will be returning. At the present date there are 8 qualified engineers expected to be returning for the 1976 season with 2 spares. The remainder of the crews are not completed however, it is expected that there will be a sufficient number to allow for reasonable rest periods and sick days.

The cars are in various phases of cleaning and repair and they are as follows: Number 1 needs cleaning and minor seat repair, Number 2 has some seats removed being repaired, Number 4 and 5 need minor seat repairs. Number 6 is being completely refinished inside. Number 7 is under repairs with the windows still out on one side. The *Thelma* car has the seats out for cleaning and no further work has progressed on the *Chumley* car. As reported in an earlier memo, some problems may have developed with the seat installation in the *Chumley* car. It was noted that a two-inch riser has been installed beneath the seat and supporting framework so the downhill side of the seat will be higher than the uphill side when the car is on a level.

There has been some new timber put in this spring and it is as follows: *(King lists centers, ties, bents and stringers with new wood.)* There were 3 items that were noted in need of repair in the short section of track that was inspected. There is a cracked rack at bent number 53. This crack is on both side beginning at the top and going into the horizontal base. The switchpoint at the Base switch does not close properly. It appears that this is due to slack in the switch rod. This point not closing correctly could cause some problems if not watched closely or corrected, preferably the latter. The next time of repair has been discussed in previous reports dating back a few years. At this inspector's last report an indication was given that the ash pit may be completed, however upon the day of this inspection no further work had been done. As Mr. Clark had left the Base Station earlier in the day a written note was left with the above 3 items of necessary repairs.

It would appear that all repairs are in a reasonable condition and stage for the opening of the hourly service. All efforts are being placed on readying the steam equipment and cars used last year with the Chumley car and the diesel-powered engine being set aside for further work.

- signed: *Walter W. King* – Jun 3, 1976

**White Mountain National Forest Letter**
**to Edward Clark - GM, Cog Railway**
**RE: ROW Acquisition (Appalachian Trail)**
**June 9, 1976**

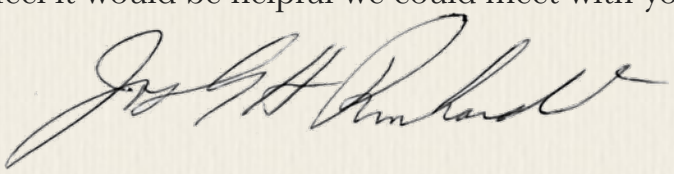
TO: Mr. Edward Clark

Reference is made to our meeting of November 6, regarding the acquisition of an easement for the Appalachian National Scenic Trail across Mt. Washington Railway Company property.

It was determined at our meeting that we would forward a copy of the proposed easement deed for your review.

Also as requested we have sent a copy of the deed to Attorney Jack Middleton.

Would you please advise if the proposed deed is acceptable.
If you feel it would be helpful we could meet with you.



JOSEPH H. REINHARDT Technical Coordinator

***EASEMENT DEED***

THIS DEED, made this day of ,19 , between MT. WASHINGTON RAILWAY COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, having its principal place of business at Fabyans, New Hampshire, GRANTOR,. and the UNITED STATES OF AMERICA, GRANTEE,

WITNESSETH,

WHEREAS: The Grantor is the owner of a certain tract or parcel of land in Thompson and Meserve Purchase, Coös County; New Hampshire, on which is located the Mt. Washington Railway having acquired the land from Marshfield, Inc., a New Hampshire Corporation having its principal place of business on the summit of Mt. Washington, in Sargent's Purchase, County of Coös, State of New Hampshire, by virtue of deed recorded with the Coös County Registry of Deeds in Book 474, page 53,

WHEREAS: The "National Trails System Act" P.L. 90-543, 82 Stat. 919, authorizes the heads of Federal agencies to acquire lands or interests in lands within the exterior boundaries of areas under their administration that are included in the right-of-way selected for a national recreation or scenic trail; and

WHEREAS: A portion of the Appalachian Trail, a component of the Appalachian National Scenic Trail, presently crosses the above-described land of Grantor, and as hereinafter described, has been included in the right-of-way selected for the Appalachian National Scenic Trail, and lies within the exterior boundaries of the White Mountain National Forest, as administered by the Forest Service, United States Department of Agriculture; and

WHEREAS: It is the intention of the Grantor to convey an interest in land in the form of an easement to the United States of America, pursuant to the provisions of Section 7(d) of P. L. 90-54-3, all requisites of said Act having been met;

NOW, THEREFORE, in consideration of_____, the receipt of which is hereby acknowledged, and pursuant to the provisions of the National Trails System Act, the Grantor does hereby grant to the United States of America and its assigns, forever, a perpetual easement for a trail, known as the Appalachian Trail, over the land of Grantor as above described.

The right-of-way easement herein conveyed is more particularly described in a Right-of-Way Description for the Appalachian Trail made by the United States Forest Service, attached hereto and made a part hereof as Exhibit "A".

The acquiring agency is the Forest Service, Department of Agriculture.

This easement is granted on the condition the Grantor disclaims liability for injury, death, or damage to any person or property incident to or that may arise during and in consequence of (a) any construction, use, or maintenance of the trail and crossing by Grantee, or under its authority; or (b) the failure of the Grantee or its users to properly and safely use and maintain the trail and crossing; provided, however, that the aforesaid shall not be construed as absolving the Grantor from its own negligence.

The liability of the United States hereunder shall be defined as set forth under the Federal Tort Claims Act and applicable statutes and regulations.

If for a period of five (5) years, the Grantee shall cease to use, or preserve for prospective future use, the trail or any segments thereof, or if at any time the Regional Forester determines that the trail or any segment thereof is no longer needed, the easement traversed thereby shall terminate. In the event of such non-use or of

such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed in its corporate name by its President and its Secretary, and its corporate seal to be hereunto affixed the day and year first above written.

### Railway Inspection
### June 21, 1976

On June 21, 1976, (state Inspector Warren King) made a routine operations and maintenance inspection of the Mount Washington Cog Railway. Part of this inspection was to investigate the bearing failure that occurred on car number 6 on June 13th. In a discussion with the brakeman, Dave Moody, it was learned that this car had been used on both Saturday and Sunday the 12th and 13th. Brakeman Moody remembers very distinctly of greasing the bearing on Saturday, but cannot remember if the bearing was greased on Sunday. He further indicated that it probably was not greased on Sunday.

The events just previous to the final failure were normal. Upon approaching the water tank at the summit, the engineer claimed he felt a slight lurch as though the cog spool spacing (in the rack) was off. However, the train continued its forward movement and upon stopping at the summit it was discovered that the bearing had failed allowing the wheel to scrape against the bottom of the (car) floor pushing the floor in an upward direction. Due to the type of failure it is not known how long grease has not been reaching the bearing. There was some damage done to the shaft however a sleeve can be placed over the damaged area and roller bearings will replace the babbitt type journal.

It was also learned on the date of this inspection that the No. 6 *(Great Gulf)* engine's rear main shaft broke on June 19 at approximately 2:15 p.m. at Waumbek Tank. The train had stopped at Waumbek to take on water then to continue its ascent when Engineer Dimitri Savchick tried to move the engine forward it would not move off the ratchet. Upon investigating it was learned that a steam engine on the engineer's side at the downhill end of the locomotive was ***racing out of control***." *(Ed note: the last four words emphasized were underlined in the report with a question mark in the margin.)* The engines were shut down and help came from the Base to remove the passengers (back down) to the Base. The fireman was George *(Buddy)* Trask III and the brakeman was Arthur Poltrack.

The cog gear was cut out of the main shaft and the *(No. 6)* locomotive was brought down with the help of another locomotive. Upon inspecting the broken shaft it was determined that the break was not entirely new and that the crack began inside the cog gear hub and steadily worked its way from the key way outward to about 1 inch outside the hub where the final failure occurred. It would have been impossible to detect this crack due to its location without removing the cog gear from the shaft. This shaft had been in use since 1962.

The crew for the 1976 operating season as of June 21st is as follows: Engineers George *(Buddy)* Trask III, Dimitri Savchick, Peter Richter, Charles Teague, Dana Kirkpatrick, Steve Newman, David Dearborn, Michael Kenly a spare, and David Brenner on weekends only. There is a possibility that George Trask, Jr. will be available for emergencies. The firemen are: David Moody, Dann Dodd, Tom Evans, Jon Hively, Henry Noel, Bruce Moffitt trainee, and Denny Cutler on weekends. The Brakemen are Arthur Poltrack, Charles Noel, Travis MacGregor, Robert Trask, Frank Leafe trainee, and Brooks Stevens trainee. In the shop, Frank Kenison and Arthur Minot are assuming the duties of master mechanics. This will be a combined effort as Mr. Kenison is very familiar with Cog Railway equipment and Mr. Minot is an experienced and capable machinist. The records of engine and boiler equipment will be kept by Mike Kenly who is the spare engineer. The track foreman is Robert Clement.

The number 9 locomotive has been removed from the Base Station for the installation of a new boiler. Other than this locomotive *(Waumbek)* all other locomotives will be operational this year with the exception of the number 6 *(Great Gulf)* which will be repaired shortly. All coaches are ready for service. The *Chumley* Car should be ready for service by mid-season.

The statements from the General Manager, Edward Clark, regarding the safety of the track and equipment as required by Public Utilities Commission Order Number 9047 is forthcoming. It is the opinion of the undersigned that the track condition is better this year than it has been in previous years prior to the beginning of the regular service and that the equipment is in a more productive state of operations than in past years prior to operations." - signed: *Walter W. King* – Jun 28, 1976



**Equipment Failure**
**August 2, 1976**

On August 2, 1976, Engine No. 9 *(Waumbek)* on the 12:00 noon train was discovered to have a cracked frame upon reaching the Summit. The trains was brought down to Skyline switch where it met the spare engine which returned to the base with passengers. At this time it was noticed that the frame was completely broken.

The incident was investigated on August 11, 1976. It was learned from Edward Clark, General Manager that Steve Newman the engineer discovered the crack. Mr. Newman claimed he noted a change in the timing on the steam engine on the engineer's side of the locomotive near the Summit. It was while trying to determine the cause of this (change in timing) that the crack was discovered ten inches in back of the center line of the front main shaft.

The engine was returned to the Base for repairs. On August 11, 1976 the engine was inspected and a good clean weld was observed. An inspection of the records indicates the engine was built in 1908 with no frame repairs listed. It was out of service for a long period in the late 20's and early 30's, no reason given. Frank Kenison, mechanic at the shop, claimed he could not remember any work being done since he has been with the railway or talk of any prior to his employment concerning the frame.

It would appear this failure was spontaneous and started as a hairline crack possible the day of the failure. This incident occurred on August 2nd, 1976 about 1:30 p.m. A letter dated August 4, 1976 with details was received August 9, 1976 at 1:30 p.m. This was the first notification this Commission received. It is this inspector's contention that far too much time passed from incident to notification. A telephone call with a brief description followed by the letter would be more appropriate. It is respectfully requested that the following recommendation be considered for approval; that the Commission shall be notified immediately by telephone of mechanical failures, accidents, personal injuries and property damage followed by a written notice of same."
- signed: *Walter W. King* – Aug 17, 1976



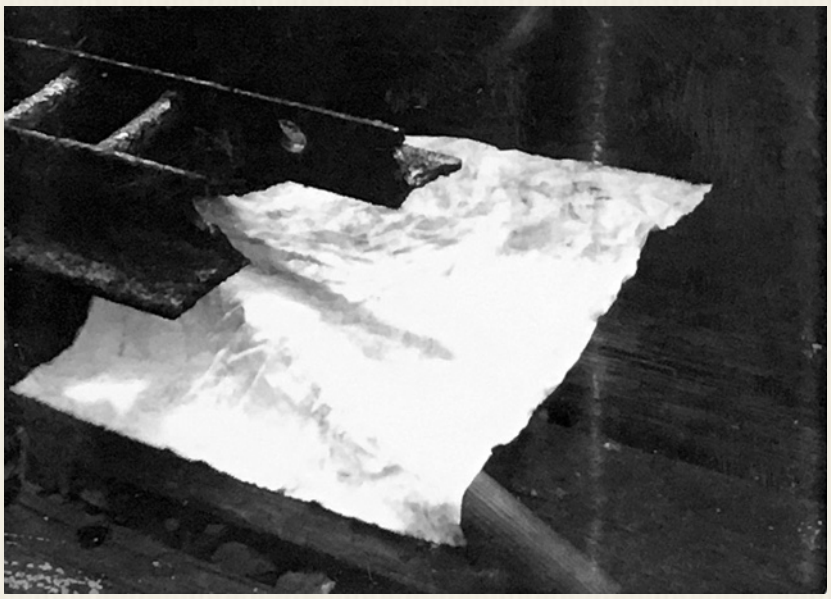
**Track Failure**
**August 4, 1976**

On August 4, 1976 a short section of cog rack broke allowing the descending engine and back end of a car to pass but lodged in the undercarriage halting the car. This accident occurred near Bent No. 1199.

Upon leaving the Summit about 12:50 p.m., Engineer George *(Buddy)* Trask, III indicated he felt unusual lateral movement of the back of the engine near Bent No. 1200. He stopped immediately but could find nothing wrong so continued the downward trip. The front of the engine passed the area all right as did the rear of the car. However, the car suddenly stopped, and the engine began to leave the coach (behind). Upon investigation, a short section of (cog) rack was observed up under the car preventing its downward motion. The section was forced down into place and the car passed over the break slowly without problems.

Attached to and becoming part of this report are photographs *(next page)* of the broken rack. It appears that the break is mostly new. Edward Clark, General Manager at the railway indicated that a very small section above the spool appeared to have been cracked prior to failure. The entire break was well rusted by the date of this investigation. The Track foreman Robert Clement went to the area of the bent to point out the center piece. It appears to have deteriorated on the end. (The wooden support) crushed under the pressure of the (rack) break. Approximately 14" broke on one side and 18" on the other.

## Documents - 1976



*Broken section of cog rack (1976)*
*- Walter King photo / NH Transportation Dept archives*

It is difficult to determine if initial failure occurred on this train ascending or descending or on an earlier train. There was no unusual movement ascending. The lower end of the rack broke off, having a tendency to lift the broken end up in a downhill direction indicating it may have failed on ascent. The engineer felt lateral movement as the rear of the engine passed over the break indicating it was already broken.

This was one of the old-style rack. The actual gauge was not determined. The failure may have been amplified by the old-style closed center. The single center piece is being replaced with double centers. This one had not yet been changed."

- signed: *Walter W. King* – Aug 17, 1976

**Equipment Failure**
**August 19, 1976**

***Clark Notification Letter:*** "The cast iron bushing on the rear left wheel of the # 6 car disintegrated. This was noticed at bent 1160, in the area of Lizzie Bourne's monument. After an inspection by the crew a description of the problem was phoned to the Base, they were told to proceed to the Summit slowly. The track Foreman, Robert Clement, walked beside this wheel as an observer during the ascent to the Summit. The passengers of the # 6 car were transferred on to other trains at the Summit and carried to the Base. A spare wheel was sent to the Summit on the next train that left the Base. The coach and engine arrived at the Base at 3:20 PM." - - signed: *Edward M. Clark*

***Inspector King's Report***: On August 19, 1976 the No. 6 car had a broken wheel near the Lizzie Bourne Monument. Engineer S. *(Steve)* Newman, Fireman D. *(Dave)* Moody and Brakeman B. *(Brooke)* Stevens inspected the situation and phoned the problem to the Base. It was determined that Track Foreman R. *(Rob)* Clement, who was in the area, would walk beside the partially disabled coach and continue the ascent to the summit. The passengers were transferred to other trains and returned to the Base, therefore, no refunds were made. A spare wheel was sent to the summit and the disabled coach and engine arrived at the Base at approximately 3:30 p.m.

The undersigned investigated the incident on September 2, 1976. The roller bearing was inspected externally, and it appears to be in satisfactory condition. It appears that this is the same car and wheel that caused problems reported in an earlier memorandum *(June 28, 1976)* at which time the journal failed. This journal was replaced with a new roller bearing and a bushing was turned from a cast iron blank to fit the worn wheel. It was this bushing that broke on August 19, 1976. In discussing the matter with (master mechanic) Frank Kenison, one of the shop foremen, it was determined that the material (used for the new bushing) probably should not have been cast iron rather a more durable steel.

A further investigation is to be made of the shaft and the roller bearing before the car is put back into use. However, it appears at this time, that it was a minor incident which caused a delay in returning the passengers to the Base." - signed: *Walter W. King* – Sep 3, 1976

The remainder of the 1976 documents in the N.H. Transportation Department archives involve the development of so-called "speeder" and diesel locomotive technology by Edward Clark and the State's involvement in approving a general manager to succeed Clark. (See *Vol. 4 – Speedy and Patriotic* & *Charles in Charge* sections)

**Boston & Maine Receivers Deed**
**from Robert W. Meserve Et Al**
**to Mt. Washington Railway Company**
**RE: Right of Way**
**September 10, 1976**

NOW ALL MEN BY THESE PRESENTS

that ROBERT W. MESERVE and BENJAMIN H. LACY, as Trustees of the property of Boston and Maine Corporation, Debtor, and not individually (see In the Matter of Boston and Maine Corporation, Debtor, United States District Court for the District of Massachusetts, Docket No. 70•250•M) with offices at 150 Causeway Street, Boston, Massachusetts, for $1,250.00, paid to them by MT. WASHINGTON RAILWAY COMPANY, a corporation duly established and existing by law, of Mt. Washington, New Hampshire 03589, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto said Mt. Washington Railway Company, its successors and assign, all of their right, title and interest in and to a certain piece or parcel of land situated in Mt. Washington, Coös County, New Hampshire, and bounded and described as follows:

Beginning at a USFS Bound #953, thence running 85° 21' West 672.18 ft. to an iron pipe set; thence turning and running North 70° 25' West 216.32 feet to an iron pipe set; thence turning and running North 82° 21' East 885.25 feet to a point; thence turning and running South 4° 11' West 101.15 feet to USFS Bound #953 at the point of beginning, be all of said measurements more or less, however otherwise bounded and described, said parcel containing an area of about 1.77 acres and being shown upon plan marked "Land in Chandlers Purchase, N.H. robert W. Merserve et all Trustees of the Property of the Boston & Maine Corporation to Mt. Wash. Cog R. R. Scale 1" = 100 feet June, 1975", to be recorded herewith.

This conveyance is made subject to the following restriction for the benefit of other land of the grantors, to wit: that from the date hereof neither the grantors, nor their successors or assigns, shall ever be liable to the said grantee, or its successors or assigns, or to any lessee or user of said parcel of land or of any part thereof; for any damage to any buildings or property upon the above-described premises caused by fire whether communicated directly or indirectly by or from locomotive engines upon the railroad operated by the grantors, their successors or assigns, or otherwise.

This conveyance is made without granting any right of way, either by necessity or otherwise, over remaining land of the grantors, their successors or assigns.

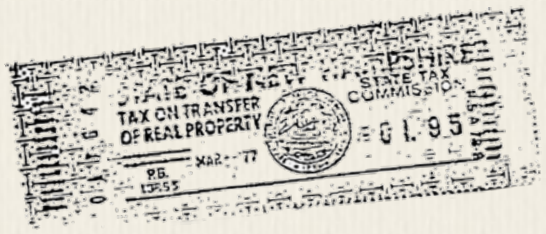
By the acceptance of this deed and as part consideration therefor, the grantee hereby covenants for itself, its successors and assigns, to assume any and all obligations and liabilities of the grantors, their successors and assigns, which in any way relate to structures, drainage and crossings and appurtenances located in whole or in part within the above described premise including, but not by way of limitation, those which are at or about Engineering Stations 1053+00, 1055+55, 1058+60 and 1060+30. This covenant is to run with the premises conveyed and is to be binding upon the grantee, its successors and assigns forever.

WHEREAS, on July 16, 1070, the said United States District Court for the District of Massachusetts, by Order No. 26 (in Docket No. 70-250-M) authorized the said grantors as trustees to sell at private sale or exchange, free from liens, this conveyance is hereby made free from liens pursuant to said Order.

The covenants in this deed contained are to be covenants running with the land and are to be binding upon the grantee, its successors and assigns, forever.

TO HAVE AND TO HOLD the above described premises, with all the privileges and appurtenances thereto belonging to the said Mt, Washington Railway Company, its successors and assigns, to their own use and behoof forever,

IN WITNESS WHEREOF the said Robert W. Meserve and Benjamin H. Lacy have hereunto set their hands. and seals, as Trustees aforesaid, this 10th day of September, 1976




WITNESS:

John E. O'Keefe

ROBERT W. MESERVE and BENJAMIN H. LACY, as Trustees of the property of Boston and Maine Corporation, Debtor

(NO Corp.Seal)

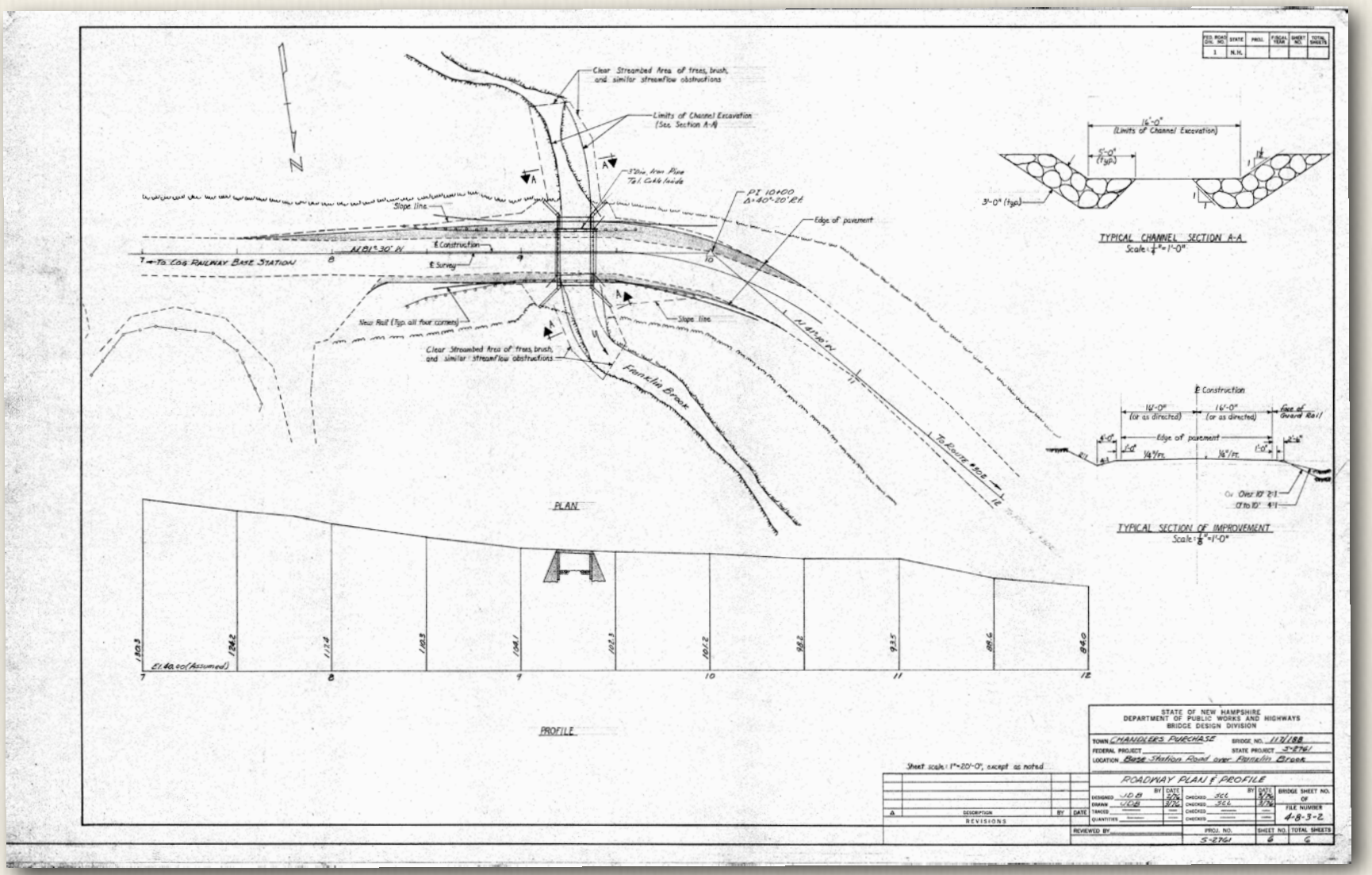
By _____ (NO Seal)
As Trustee and not individually

By _____ (NO Seal)
As Trustee and not individually

Received March 31, 8-30 AM 1977
Examined, ATTEST:-

_____ Register.

## New Base Road Bridge over Franklin Brook
## 1976




*NH DOT Plans for new Base Road bridge over Franklin Brook (1976)*
*- NH Transportation Dept archives*




## ≺1977≻

**Spring Operations Inspection**
**May 2, 1977**

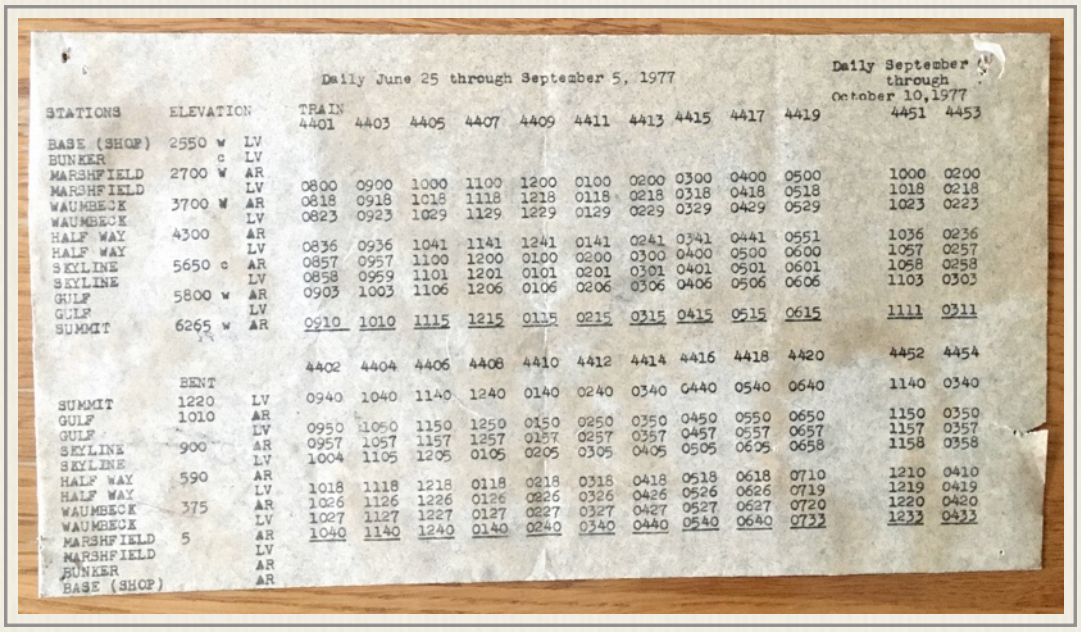
On May 2, 1977 (inspector Walter King) made an inspection at the Mount Washington Cog Railway to determine the operations of spring work as of this date. It would appear that there will be a crew of twelve at the railway by the end of this week according to Charles Teague. Robert Clements has returned and will be the track foreman. He indicated that there would be a crew of eight working on the track, at least until the Memorial Day weekend. He further indicated that probably the trains will run on weekends after Memorial Day, allowing him to have the crew for work during the week.

Mr. Teague indicated that George Burdick was at the Base Station last week and intends to arrive for the summer around the 14th of May. It will be at this time that another inspection will be made to discuss the procedures and problems at the railway with Mr. Burdick

Mr. Teague indicated that the No. 2 *(Ammonoosuc)* boiler will be repaired and available for use on the new locomotive that was built at the Lancaster shop by Frank Kenison and Michael Kenly. This is a reverse approach as to the decisions made last fall in regards to the damaged boiler. It remains to be seen if the boiler inspector will accept the repairs inasmuch as he condemned it last fall. It has been indicated that he would look favorably on the repair, provided it is done by competent boiler makers. Hopefully this locomotive would then be available for use by early in July.

The No. 10 *(Col. Teague)* locomotive has been tested and fired and is ready for operation on the work train. There has been very little work done on the other locomotives. The crew in the past two weeks has spent most of their time opening the shop and doing routine spring work around the building.

- signed: *Walter W. King* – May 4, 1977



Daily June 25 through September 5, 1977

| STATIONS | ELEVATION | | TRAIN 4401 | 4403 | 4405 | 4407 | 4409 | 4411 | 4413 | 4415 | 4417 | 4419 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BASE (SHOP) | 2550 w | LV | | | | | | | | | | |
| BUNKER | c | LV | | | | | | | | | | |
| MARSHFIELD | 2700 W | AR | | | | | | | | | | |
| MARSHFIELD | | LV | 0800 | 0900 | 1000 | 1100 | 1200 | 0100 | 0200 | 0300 | 0400 | 0500 |
| WAUMBECK | 3700 W | AR | 0818 | 0918 | 1018 | 1118 | 1218 | 0118 | 0218 | 0318 | 0418 | 0518 |
| WAUMBECK | | LV | 0823 | 0923 | 1029 | 1129 | 1229 | 0129 | 0229 | 0329 | 0429 | 0529 |
| HALF WAY | 4300 | AR | | | | | | | | | | |
| HALF WAY | | LV | 0836 | 0936 | 1041 | 1141 | 1241 | 0141 | 0241 | 0341 | 0441 | 0551 |
| SKYLINE | 5650 c | AR | 0857 | 0957 | 1100 | 1200 | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 |
| SKYLINE | | LV | 0858 | 0959 | 1101 | 1201 | 0101 | 0201 | 0301 | 0401 | 0501 | 0601 |
| GULF | 5800 w | AR | 0903 | 1003 | 1106 | 1206 | 0106 | 0206 | 0306 | 0406 | 0506 | 0606 |
| GULF | | LV | | | | | | | | | | |
| SUMMIT | 6265 w | AR | 0910 | 1010 | 1115 | 1215 | 0115 | 0215 | 0315 | 0415 | 0515 | 0615 |

| STATIONS | ELEVATION | | 4402 | 4404 | 4406 | 4408 | 4410 | 4412 | 4414 | 4416 | 4418 | 4420 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | BENT | | | | | | | | | | | |
| SUMMIT | 1220 | LV | 0940 | 1040 | 1140 | 1240 | 0140 | 0240 | 0340 | 0440 | 0540 | 0640 |
| GULF | 1010 | AR | | | | | | | | | | |
| GULF | | LV | 0950 | 1050 | 1150 | 1250 | 0150 | 0250 | 0350 | 0450 | 0550 | 0650 |
| SKYLINE | 900 | AR | 0957 | 1057 | 1157 | 1257 | 0157 | 0257 | 0357 | 0457 | 0557 | 0657 |
| SKYLINE | | LV | 1004 | 1105 | 1205 | 0105 | 0205 | 0305 | 0405 | 0505 | 0605 | 0658 |
| HALF WAY | 590 | AR | | | | | | | | | | |
| HALF WAY | | LV | 1018 | 1118 | 1218 | 0118 | 0218 | 0318 | 0418 | 0518 | 0618 | 0710 |
| WAUMBECK | 375 | AR | 1026 | 1126 | 1226 | 0126 | 0226 | 0326 | 0426 | 0526 | 0626 | 0719 |
| WAUMBECK | | LV | 1027 | 1127 | 1227 | 0127 | 0227 | 0327 | 0427 | 0527 | 0627 | 0720 |
| MARSHFIELD | 5 | AR | 1040 | 1140 | 1240 | 0140 | 0240 | 0340 | 0440 | 0540 | 0640 | 0732 |
| MARSHFIELD | | LV | | | | | | | | | | |
| BUNKER | | AR | | | | | | | | | | |
| BASE (SHOP) | | AR | | | | | | | | | | |

Daily September 5 through October 10, 1977

| STATIONS | 4451 | 4453 |
|---|---|---|
| BASE (SHOP) | | |
| BUNKER | | |
| MARSHFIELD | | |
| MARSHFIELD | 1000 | 0200 |
| WAUMBECK | 1018 | 0218 |
| WAUMBECK | 1023 | 0223 |
| HALF WAY | | |
| HALF WAY | 1036 | 0236 |
| SKYLINE | 1057 | 0257 |
| SKYLINE | 1058 | 0258 |
| GULF | 1103 | 0303 |
| GULF | | |
| SUMMIT | 1111 | 0311 |

| STATIONS | 4452 | 4454 |
|---|---|---|
| SUMMIT | 1140 | 0340 |
| GULF | 1150 | 0350 |
| GULF | 1157 | 0357 |
| SKYLINE | 1158 | 0358 |
| SKYLINE | | |
| HALF WAY | 1210 | 0410 |
| HALF WAY | 1219 | 0419 |
| WAUMBECK | 1220 | 0420 |
| WAUMBECK | 1232 | 0433 |
| MARSHFIELD | | |
| MARSHFIELD | | |
| BUNKER | | |
| BASE (SHOP) | | |

## Documents - 1977

King's Spring inspection report was the only 1977 document in the NH Transportation Department files dealing with state inspections. An operating schedule *(previous page)* for that summer and fall was discovered in the Bencosky-Desjardins files. A 1977 tourist slide *(previous page)* of the No. 10 Col. Teague taking on water after returning to Base was discovered on eBay. However a April 2023 documents request to the Public Utilities Commission yield the following.

**Tariff NHPUC #5**
**as amended to July 14,1977**
**to be effective July 22, 1977**

| | | |
|---|---|---|
| ***Adult round trip***, Base Station and Summit | | $12.95 |
| ***Adult one way*** | Base Station to Summit | $ 7.00 |
| ***Adult one way*** | Summit to Base Station | $ 6.00 |
| ***Adult one way*** or round trip, Base to Shop | | $ 2.00 |
| ***Children***, round trip or one way Base Station & Summit (ages 6 thru 15) | | $ 6.50 |
| ***Children*** under 6 when not holding seat & with adult | | Free |

***Charter rates*** applicable to organized groups of 25 or more persons are on a per seat occupied basis with both advanced notice and prepayment ten days in advance.

| | |
|---|---|
| Per person, non-exclusive use of train | 9.95 |
| (Note that all charters booked at this time at the 7.95 rate will be honored at this rate) | |

***Intermediate point*** round trip rates for use due to bad weather and track maintenance. Per seat occupied, adult or child.

| | |
|---|---|
| Base Station to Shop | $ 2.00 |
| Base Station to Waumbeck | $ 4.00 |
| Base Station to Half Way | $ 6.50 |
| Base Station to Skyline | $ 9.00 |
| Base Station to Gulf Tank | $10.00 |

***Special Family Plan*** for 8 AM train only.

Sales limited to the capacity of this car only, operating Independence Day thru Labor Day only Base Summit and return.

| | |
|---|---|
| Head of Family pays full fare | $12.95 |
| Other adult family members | $ 9.95 |
| Children | $ 5.00 |

Amendment to NHPUC #5
By the Mount Washington Railway Co.
*George Burdick*, Chief Engineer

**N.H.P.U.C. No. 5**

Canceling all previous applicable rates, including N.H.P.U.C. No.4 of October 30, 1970, as amended on April 3, 1975.

Schedule of rates of the Mt. Washington Railway Co. effective July 2,1977

| Regular Season Rates | | Independence Day thru Labor Day weekends |
|---|---|---|
| Adult, Round Trip | Base Station and Summit | $14.95 |
| Adult, One way | Base Station to Summit | $ 7.50 |

| | | |
|---|---|---|
| | Summit to Base Station | $ 7.50 |
| | Base Station or Summit to intermediate points | $ 7.50 |
| Adult, Round Trip | Base Station to Shot & Return | $ 2.00 |

| | |
|---|---|
| Family Plan Round Trip | |
| Head of Family pays full fare | $14.95 |
| Other adult family members | $11.95 |
| Children &students Age 6 thru 15 | $ 5.00 |
| Children thru age 5 when not taking eat space | No Charge |
| Special Family Plan Round Trip, 8AM Train only | |
| Head of Family pays full fare | $14.95 |
| Other adult family members | $ 9.95 |
| Children &students Age 6 thru 15 | $ 4.00 |
| Children thru age 5 when not taking eat space | No Charge |
| Student Rate, Ages 6 thru 15 Round Trip and one way including all intermediate points Base Station to Summit | $ 7.50 |
| Student Rate, Base station to Shop and return | $ 2.00 |

Off Season Rates, times other than regular season

| | |
|---|---|
| Per seat occupied, Round trip to Summit from Base Station | $ 9.95 |
| Per seat occupied, One Way between Base Station and Summit and all intermediate points | $ 7.00 |
| Family Plan Round Trip | |
| Adult family members | $ 9.95 |
| Children &students Age 6 thru 15 | $ 5.00 |
| Children thru age 5 when not taking eat space | No Charge |

CHARTER Rates applicable to organized groups of 25 or more persons are on a per seat occupied basis both advanced notice and prepayment ten days in advance are required.

| | |
|---|---|
| Per person 1977 season | $7,95 |
| Fer person 1978 season | $9.95 |

Intermediate point round trip rates for · use due to weather conditions and track maintenance :Per seat occupied.

| | |
|---|---|
| Waumbeck, | $ 4.00 |
| Skyline | $ 8.00 |
| Half Way | $ 5.00 |
| Shop | $ 2.00 |




Filed by the Mt. Washington Railway Co.

By: Ellen L. Teague
Mrs. Arthur S. Teague, President

By: George Burdick
Mr. George Burdick, Chief Engr.

## ≺1978≻

### Accident Report/Investigation
### July 21, 1978

***General Manager George Burdick's report:*** "At about 4:05 PM on Friday July 21, 1978 car #4 bumped engine #6 *(Great Gulf)* at between one to two miles per hour. Eleven persons reported discomfort and were checked by the nurse on duty at the Base Station. Passenger injuries were minor bumps from being in contact with seat backs, etc. A list of these persons and their symptoms are on file at the railway. Equipment damage to car #4 was one broken door glass, a deflection of ¼ inch in steel end frame of car.

Cause of accident was a broken nipple in left forward steam cylinder which let the locomotive accelerate downgrade until slowed by the hand brake to one MPH when it was struck by the car going at two to three MPH. Speed before car and train separated was about 4 ½ MPH. The train crew was Engineer *(Dana)* Kirkpatrick, Fireman *(Tom)* Hydorn, Brakeman *(Rob)* Maclay and Brakeman Trainee *(Chris)* Knight."

- signed: *George Burdick* – Jul 22, 1978

***Transportation Director Jackson's Acknowledgment:*** "Dear Mr. Burdick: This office is in receipt of the report of the recent accident which occurred on the Mt. Washington Cog Railway on Friday, July 21, 1978 at approximately 4:05 p.m. Beginning with your (Burdick's) association with the Mt. Washington Railway Co. *(Spring 1977)* you have been very prompt in reporting any and all instances involving equipment failure and matters which you considered to be of concern to this Commission. On this basis I am assuming you are unaware of the fact that any accident involving personal injury, loss of life or major equipment failure resulting in interruptions of service must be reported to this office immediately or, in the event of the office being closed, to staff personnel whose resident telephone numbers are herein supplied to you for future reference." Jackson attached a list of six Transportation personnel to contact with their home phone numbers and his name at the top. He also directed inspector Walter King to investigate the accident.

***Inspector King's Accident Report:*** "On Friday, July 21, 1978, Engine No. 6 *(Great Gulf)* was struck on the uphill end of by Car No. 4 slightly injuring 13 passengers. No crew members were injured and there was very little equipment damage. The accident occurred at approximately 4:00 p.m. The weather was clear and warm. Locomotive No. 6 with Car No. 4 was the downhill train of a double header departing the Base at approximately 2 p.m. The engineer was Dana Kirkpatrick, Fireman Thomas Hydorn, Brakeman Robert Maclay and Brakeman Trainee Christopher Knight.

The descending trip from the Summit appeared to be normal until reaching the lower end of Long Trestle which is in the area of Bent No. 770. The brakeman trainee was in control of the car with the Brakeman at his right observing his actions. This was the first trip that the Trainee had complete responsibility of the car both ascending and descending. The trainee was on the Engineer's side of the car with the brake taken up nearly to its capacity. The second brake was in its proper position to allow the even movement of the descending car. Near the lower end of Long Trestle the Brakeman noticed the locomotive begin to pull away at a reasonably rapid rate from the car, a distance of approximately 4 to 5 feet. Before being able to bring the car to a halt or reposition the car in its proper location to the locomotive, he struck the locomotive with a jolt, the force of which broke the lower window in the downhill door of the car and buckled the Brakeman's platform floor. After the locomotive and car came to halt, the Brakeman and Brakeman Trainee consulted with the passengers for injuries (13 were slightly injured) and then proceeded to discuss the situation with the Engineer and Fireman at which time they notified the dispatcher at the Base Station of the incident.

Upon investigation by the crew, it was learned that a steam line nipple had blown off and allowed the locomotive to accelerate from its normal descent on compression. After further investigation it was discovered that the nipple was intact and could be screwed back on the pipe and allow the train to proceed to the Base. Due to the particular location of the locomotive when it finally stopped (near or on Jacob's Ladder), it was impossible to completely tighten the nipple so a second stop was made at a better location further down grade. The locomotive and car then continued to the base on what would appear to be a normal run."

King then listed the names, addresses and the injuries of eleven people who "were part of a tour group from Pennsylvania… (who) all refused hospital treatment." Mrs. Normand Plante from Nashua, NH and nine-

year old Deborah Edwards of Miami did go to Littleton Hospital where they "were examined and released, with no injuries listed for the above two. The four (4) crew members signed written statements relative to their actions and what they thought happened. The only member not interviewed by this Inspector on the date of this investigation, July 26, 1978, the day this Commission was notified of the incident, was Fireman Hydorn. Engineer Kirkpatrick indicated that as they reached the area in the lower end of Long Trestle he heard a loud noise similar to a small explosion, indicating something had broken. His first impression was a crankshaft because the locomotive immediately accelerated its downhill motion. Upon the accelerated movement of the car he proceed to take up the hand brake to its fullest extent and thought that the locomotive was about to stop when he felt a jolt, the cause of which he was not sure of. When the locomotive had completely stopped the ratchet was dropped adding for a safety stop. (Kirkpatrick) estimated that the total travel distance before coming to a complete stop was about 50 feet. He further indicated that the Fireman (Hydorn) acted very promptly in assisting on the hand brake. Both he and the Fireman were facing in a somewhat downhill position at their respective posts in what appeared to be a normal trip.

Brakeman Trainee Knight indicated that he had control of the car and all the operations from the time they left the Summit. When the locomotive first pulled away from the car his first reaction was to release some of the brake pressure to allow the car to catch up and then he realized that there was something wrong with the locomotive and proceeded to stop the car. Just before coming to a successful stop, he struck the locomotive with a hard jolt and then both the locomotive and the car made a complete stop. It was Trainee Knight's opinion that the separation at its maximum distance was 3 to 4 feet. He indicated that he thought the car was under full control until the locomotive began to leave it because at this particular location (heading on to Jacob's Ladder) the car is supposed to be "Light" on the locomotive, in other words, not pushing hard. It should be pointed out that two (2) days later Trainee Knight qualified as a Brakeman and is now operating in that capacity very satisfactorily. Brakeman Maclay indicated that he thought (Knight) had conducted himself quite well through the incident and further indicated he (Maclay) probably could not have done any better. However in hindsight, (Maclay said) that had he assisted the Trainee on the second brake wheel, the incident might have been averted. This is merely conjecture on his part. It would appear that the accident was caused by a blown off nipple with a contributing factor of the inexperienced Brakeman. It should be pointed out, however, the prompt action of the crew did avert more serious injury."

- signed: *Walter W. King* – Jul 27, 1978

### Consumer Complaint
### September 2, 1978

A complaint was received by this (Public Utilities) Commission on October 4, 1978 from the office of the Attorney General (their File No. CP-1607-2), lodged against the Mount Washington Cog Railway by a consumer. The complaint alleges that the railway operated in an improper manner in that on September 2, 1978, a scheduled trip, which was to ascend Mount Washington at 4:30 P.M. and return to the Base within the three hour time span normally allocated, did, in fact, take three hours to make the ascending trip. The complaint further alleges the railway's disregard for safety and willfully subjecting the passengers to an unforgivable ordeal. Appended are several letters and statements relative to the complaint which may be referred to throughout this memorandum. *(Editor's note: Those documents were not in the NH Transportation files that were examined.)*

On September 3, 1978, Locomotive No. 3 *(Base Station)* with one of the wooden coaches departed the Base at 4:55 P.M. on the final run of the day. There were 46 passengers on board with the normal crew of three; Engineer Dana Kirkpatrick, Fireman Rob Maclay, and Brakeman Alan Dupre. This was the downhill end of a double header; in other words, there were two trains operating in the same direction on a similar schedule approximately five minutes apart. The uphill train was No. 6 *(Great Gulf)*, departing at 4:50 P.M. Both trains made a normal ascent to Waumbek Switch, one-third the way up the mountain. The trains met Nos. 4 *(Summit)* and 9 *(Waumbek)*, another double header, at this switch. The usual procedure is that the uphill train will stop at Waumbek tank, take on its additional water, clean the fire, and take the siding. By that time the downhill end has arrived and will take the siding, allowing the descending trains to continue. The procedure is then reversed. The downhill train will leave the siding first, descend to the water tank, take on its additional water, and clean

the fire, while the uphill train descends the siding and proceeds to ascend the mountain ahead of the downhill train. At this point all operations appear to be normal

It was shortly after departing Waumbek tank that the No. 3 locomotive began to experience difficulty in maintaining steam pressure. Several stops were required during the ascent to Skyline Switch, two-thirds of the way up the mountain where an additional meet with another descending train was to be made. The procedure at Skyline Switch is only similar to that of Waumbek (switch) in that it is a meeting point. At Skyline Switch the descending train takes the siding; the ascending train passes by, clearing the switch to allow the descending train to continue (down). It appears that the No. 3 locomotive by this time had barely enough steam pressure to clear the switch. Engineer Kirkpatrick realized that additional time would be needed to finish the ascending trip and estimated a maximum of one hour (to cover the last mile to the Summit). To this point… the trip (to Skyline) had already consumed over one-half of the entire round-trip schedule. Engineer Kirkpatrick contacted the Base by portable phone and informed the dispatcher of the situation, indicating that additional time would be needed, which was granted. Again the ascending trip was resumed; however, not for long. Additional stops were required to rebuild steam and it was at this time that it was evident the poor condition of the coal was going to be a major factor in the delay. The crew informed the passengers of the situation. (The passengers) were also polled to determine their desires… continue the ascent or return to the Base. Information as to the results of this poll is somewhat controversial and will be deal with later (in this report)." Engineer Kirkpatrick made another call to the Base dispatcher, hoping to receive an affirmative answer on a descending request. The president of the railway *(Charles Teague)* indicated that the ascent should continue until the summit had been reached or all possibility of that goal was expended. The passengers were informed of the order and the ascending trip proceeded; however, it required several more stops for pressure build-up, arriving at the summit at 7:35 P.M., the entire ascending trip taking nearly three hours.

By the time the descending trip began at 7:55 P.M. the coal and fire situation had deteriorated to a point of nil. The descending trip was uneventful as far as mechanics were concerned, as there is no need for steam pressure. The train arrived at the Base at 9:30 P.M. with the uphill portion arriving at 9:35 P.M. All other trains had made a safe return prior to 7:30 P.M.

There have been indications that a majority of the passengers (on the No. 3) desired to return to the Base without reaching the summit. Verbal statements have indicated that an actual poll of passengers was taken; however, the results are unclear. The brakeman *(Alan Dupre)* claimed only about ten people desired to return and ten to continue; the remainder made no choice. The (person who filed the complaint with the Attorney General) indicates the majority desired to return. In an interview with the management, the probability of a poll was addressed in a negative manner, indicating no poll was taken.

The complaint is stated in two general categories, the specifics and presumptions. The specifics can be further separated into operating procedure, equipment, and safety. The complaint alleges that the management "knowingly and willfully subjected the passengers to the subsequent ordeal… (by refusing) to grant the request of the crew and passengers to be allowed to cut the trip short." The Cog Railway is operated in a similar manner to any railroad relative to dispatch and time schedules. The dispatcher has authority as to the time of departure, layovers, and cancellations of any and all trains operating in their territory. The crew's responsibility would be for the operation and informing the dispatcher of their progress or lack of it, and reasons why. The crew also has a responsibility for the safety and comfort of its passengers, in that order.

The dispatcher in this case had first informed the crew to continue. In subsequent communication with the Base, the dispatcher had been relieved by the president of the company *(Charlie Teague)* who, in turn, made it explicitly clear that the ascending trip was to continue at all cost, barring safety violations. Consideration was given by the president, Charles Teague, to the fact that there were no trains left on the mountain downhill of the troubled train, that there was a spare at the base should the need arise, and that there was sufficient crew available to dispatch that train. This procedure is mandatory, as it is one of the regulations of this Commission that a train and crew be available at all time that there is a passenger train on the mountain.

The investigation has shown that the safety of the passengers was at no time given as second thought. It was the primary factor in all decisions. The Chief Engineer, George Burdick, has indicated that if at any time the slightest hint of a safety violation had been approached, the trip would have been cancelled at that particu-

lar point and the train ordered to return to base without further delay. The presumption that any number of safety rules had been violated and that the equipment was not in proper condition is merely that, a presumption. As stated earlier, there were no violations of safety regulations.

The equipment records were inspected and the maintenance crew interviewed. All indications, both written and verbal, indicate that the locomotive was in satisfactory condition with no major repairs made prior, subsequent, or planned in the near future for this locomotive. Also, a further indication of proper operating equipment is made by the attached dispatcher's sheet indicating that the No. 3 locomotive made two trips earlier that day without problems. There was no reason to believe that a third trip would be any different. The first trip of the day took one hour and 26 minutes on the ascent; the second trip of the day, one hour and 40 minutes, which was the exact time of the uphill end of the first double header. It also was the uphill end of the last double header of the day, which required one hour and 25 minutes. The schedule further shows that seven of the fourteen trips made required one hour and 35 to 40 minutes.

The facts indicate that the operating procedure was correct. The dispatcher indicated that the situation did not warrant aborting the trip; therefore, ordered its completion. The dispatcher's order was further emphasized by the president of the railway and statements by the chief engineer. The facts further indicate the equipment was in good condition. There was no indication that any problem existed until the ascending trip was over one-third completed. A statement has been made by the engineer that possibly "more care could have been taken in cleaning the fire at Waumbek." The admission by the engineer of the possibility of a poorly cleaned fire at Waumbek did not enhance the poor coal situation. Whether or not the fire was properly cleaned will never be known. The mere fact that "more care could have been taken" would lead one to believe that a poor fire was probably in the early part of the trip. The descending operation does not require much steam. The locomotive makes the descending trip on compression and the car is controlled by brakes. The locomotive can be and was partially controlled also by brakes. Inasmuch as no meet was required at either switch, there would be no need for steam pressure to move the locomotive uphill. As stated earlier, no safety regulations appear to have been violated.

It would appear the comfort of the passengers may have been slightly abridged by the lack of heat and light in the descending car *(due to lack of steam pressure)*. It was alleged that the 44 mile per hour winds and temperatures in the mid-40's created some discomfort to the passengers. Both the wind and the temperature are the rule for the Mount Washington Cog Railway and not the exception. This type of condition is normal during daylight hours.

It appears that the complaint desires a full refund for the 25 listed people, which composed approximately one-half the passengers on this particular trip. The facts indicate that, in lieu of a refund, 25 passes were offered but (were) returned by the complainant.

One other item that requires attention (by the State) is the statement made by Kirkpatrick that Mr. *(Charles)* Teague "directly ordered that I continue until I ran out of water or coal all together." It is not known if this is an ambiguous statement or if, in fact, it was actually given. It has been denied by Mr. Teague.

It would appear that the extended trip was unforeseen with no indication that any problems would be encountered during the first one-third of the ascent. The poor coal is the only tangible factor (for this incident) that can be produced at this time. There are no indications whatsoever that there was any willful neglect relative to safety or operation. The records for the previous runs that same day indicate very clearly that a three-hour trip was within the realm of possibility. At this point it appears that only two factors are involved; an error in judgement by the railway relative to the statement, if it was given, that the trip be continued until the coal or water supply was depleted. The second fact, that the car was not lighted or heated, has no bearing on safety features; neither are required.

A contributing factor was the possibility of a poorly cleaned fire at Waumbek Switch. If the fire had been properly cleaned the second portion of the ascent could have been made in shorter time with the real problems probably not arising until the final leg or one-third of the trip. However, the only factor that is definite is the poor condition of the coal used on this particular trip."

- signed: *Walter W. King – Dec 5, 1978*

**NH Public Utilities Commission**
**Audit Monitoring Report**
**December 27, 1978**

From : Kenneth E. Traum
To: Commission

I attempted to do an audit of the Company but was unable to do what I consider a satisfactory job, as I was not provided with anywhere near all the data required. Per the Company the records not available are snow bound at the base of the railroad.

I was provided with the following:

cash disbursements journal
payroll recap
tax returns
general ledger
Board of Director's minutes

The following were lacking:

time sheets, checkbooks, bankbooks, cancelled checks, bank statements invoices, budgets
work orders,
continuing property records
journal entries for 1976,
an outside auditor' report,
in addition a review of the cCompany's internal controls was not conducted as the office was not open to observe daily operations

As I didn't have sufficient records available to do what I consider an acceptable audit, I can't express an opinion as such. I would recommend that a full audit be conducted in the Spring or Summer of 1979, for the year 1978 at Mount Washington where all the records are.

Certain questionable items came up, which I believe should be looked at in full detail:

1. On page 14 of the PUC Report, account 901 (Amounts payable to affiliated companies) shows an interest rate of 5.5%, but the effective rate is closer to 10.0%

2. Was the total compensation of the corporate officers allocated 100% to the Railway Company?
3. On account 209, was the $75 an expense for 1976 or 1977 as reported?
4. Reconcile account 264 per PUC report of $6,605. Reconcile account 547 per PUC report of $2,314. Reconcile per green accounting sheet of $8,992.60.

5. In 1977, a 1969 IRS adjustment of 3,621.21 showed up. Get an explanation of it.
6. Per the PUC report, cash at year end totaled $22,971. Per the journal the sum of account 708 was $20,438.22. Reconcile the difference.

7. Reconcile the retirements as shown on page 21 of the PUC annual report with the General Journal account 701.

8. Find out why the income from water sold to the State for the Summit was transferred to Marshfield.

Audit steps which were done included:

1. Reviewed annual report, past audit files on file at the PUC
2. A cash flow analysis
3. Reconciliation of the PUC report to the General Journal




*End of the Day: No. 3 Base Station is being banked for the night on the base switch and will be second out the next day (1978)*
*- eBay offering*

4. A depreciation analysis per the annual report
5. A payroll analysis
6. Reconciliation of the Income Tax ret_urn and other taxes with the annual report
7. Attempted to trace Journal Entries through Journals.
8. Review of the minutes of the Board of Director's Meeting.

Respectfully submitted, *Kenneth E. Traum*

## ≺1979≻

The 1979 documents in the NH Transportation Department's archives deal mainly with the question of naming a general manager of the Mt. Washington Cog Railway responsible to the State for the safe operation and maintenance of the railroad. They can be found in Jitney Years Vol. 4 - *Charles in Charge*. There, too, is a list of Breakdowns for the year 1979, and subsequent investigation reports on a July 19th derailment at Skyline switch, and a case of harassment at Summit and vandalism at Skyline on August 21st that involved the N.H. State Police. There were Rate Tariffs and other records in the NH Public Utilities Commission's files. The UNH *1979 New Hampshire Tourism Study* was found in corporate files held by Wayne Presby.

**NH Public Utilities Commission**
**Mount Washington Railway Company Memo**
**January 3, 1979**

From: Dean Mattice - Finance Director

To: Commission

On December 14, 1978, Mr. Traum undertook an audit of the Mt. Washington Railway Company conducted at this office from records furnished by their auditor Mr. Robert H. Wood.

We had received advance notice by Mr. Wood that some of the records that we considered essential to the completion of this audit were snowbound at the base station and would not be available until Spring.

Proceeding with what was available, Mr. Traum came up with some questions that should definitely be pursued when complete records become available in the Spring. Consequently, we are at this time returning the records forwarded to us, and are advising the Company that we will complete this audit when the records become available. D.S.M.

**NH Public Utilities Commission**
**Letter to Jack Middleton**
**January 3, 1979**

Dear Mr. Middleton

The Accounting Department of the Public Utilities Commission has been unable to perform an audit on the Mt. Washington Railway Company due to the fact that some of the essential records are presently snowbound at the base station in Mt. Mt. Washington.

Since it is impossible to continue further at this time, we are returning the records furnished to Mr. Wood in Connecticut.

We will make arrangements in the spring to continue the audit.

Yours very truly, *Dean S. Mattice* - Finance Director

**NH Travel Council**
**Study of Tourism in New Hampshire** *(excerpts)*
**May 1979**

***Preface***

This study, which was initiated by Mr. Stephen W. Winship, a director of the NewHampshireTravel Council, was conducted on behalf of the Travel Council. It was part of the course entitled Marketing Workshop offered at the Whittemore School of Business and Economics, University of NewHampshire. In this course both graduates and undergraduates have the opportunity to gain actual work experience by utilizing skills developed in an academic environment. This study was supported by the University Center for Technical Assistance, Center for Industrial and Institutional Development at the University of NewHampshire.

### *Background & Objectives*

As a single retail industry, tourism is the third largest industry in the United States in terms of sales. People spent more money ($96 billion) in 1976 on personal non-business traveling than they spent on clothing and health care. Nationally, 4.4 million jobs are generated from travel dollars, making it one of the largest employers in the country, larger than both the health services and construction industries.[1]

***Tourism is Important to New Hampshire***

The importance of tourism to NewHampshire's overall economic performance cannot be overemphasized. NewHampshire's tourist industry ranks eighth in importance to state economy when compared with all U.S. states and recreation revenue represents one fourth of all state and local revenue.[2] Every year the state is flooded with vacationers spending over a half billion dollars and creating a ripple effect in the state's economy. The ripple effect turns the half billion into nearly one billion dollars for NewHampshire. The population increases almost 50 percent during July and August.[3]

***The Illusion of Growth***

Tourism appears to be on the rise in the state. Each year more people visit earlier, stay longer, and spend more money. According to the impact pamphlet, "Tourism/Recreation Equals Jobs and Taxes", prepared by the New Hampshire Travel Council, NewHampshire has had an average growth rate of six percent (based on tourism tax revenue) since 1969 (AppendixA, line 2 on graph).

There are two ways to show this growth is an illusion, however. New Hampshire's average growth rate of six percent since 1969 completely disappears when the figures are adjusted for inflation, as measured by the consumer price index. In fact, tourism tax revenue has actually decreased since 1972 (AppendixA, line 3 on graph).

A second means of viewing tourism tax revenue is to compare the unadjusted average six percent growth (AppendixA, line 2 on graph) with the national average growth of tourism revenue of eleven percent (AppendixA, line 1 on graph). The result shows that NewHampshire's tourism/recreation tax revenue has been growing at a rate slightly over half that of the national tourism revenue. This short fall represents a tax loss of $150 million over the past seven years. If the current trends remain unchanged, this failure to match the national average represents an opportunity loss of one billion dollars by 1985. The loss in 1978 alone represents approximately $50 million, which equals half the state and local tax revenue or approximately $175 for each man, woman, and child in New Hampshire.

***The Potential Visitors***

The 1977 National Travel Survey, which was part of the Census Bureau's 1977 Census of Transportation[4], concludes that most people, when vacationing, travel within a 200 mile radius of their homes. In NewHampshire, 95 percent of the tourist dollars come from people who live within an easy day's drive of the state. This includes 40 million Americans and 7 million Canadians.[5] This dependence on nearby vacationers is further emphasized by the National Travel Survey in which vacationers ranked NewEngland states as the lowest for "Region of Destination" for the entire country.

### Summary of Important Findings & Practical

A. Development of a major advertising program should be seriously considered with the aim of increasing the general public's awareness of New Hampshire as a tourist destination. An effort must be made to insure that this program is followed through for at least five years for the purpose of developing a definite image of NewHampshire. It should highlight some of the state's major tourist attractions.

1. People are not familiar with the state and do not have a clear image of the state as a tourist destination.

Research findings indicate that NewHampshire ranks last in familiarity when compared to other North Eastern states. The majority of the respondents are not familiar with NewHampshire's major attractions. Even those who visited New Hampshire in the last five years find it difficult to recall these attractions.

2. The image of New Hampshire is confused with that of Vermont and Maine.

NewHampshire is perceived as more expensive and lacking a relaxing atmosphere in comparison with Maine and Vermont. It is perceived as being less scenic and lacking a clean environment in comparison with Vermont. In relation to Maine it is perceived as having less youth recreational facilities and summer sporting activities.

3. Most of the vacationers are interested in sightseeing. A significantly large percentage of the respondents ranked sightseeing as their first choice among the most important activities they would undertake on a trip to NewHampshire.

B. The target market must be clearly defined and specific goals set for the future in order to develop an effective marketing strategy. Attributes which are important to this target market must be taken into consideration in the development of a major advertising campaign.

1. NewHampshire's strengths as a tourist destination are more appealing to the lower income groups.

Results of the survey show that adequate tourist information, good state parks, friendly people are some of New Hampshire's outstanding strengths. People in the $8,000 - $15,000 income group show a preference for those attributes.

2. The higher income groups do not care very much for what New Hampshire has to offer in comparison with Vermont and Maine.

Some of the qualities that the higher income groups consider more important are a good relaxing atmosphere, a clean environment, picturesque scenery, and good accommodations. In some of those attributes, New Hampshire ranked below Vermont or Maine, and in some instances NewHampshire ranked below both states.

New Hampshire is perceived as outstanding in adequate tourist information, good state parks, and friendly people. It is also strong in good highways, picturesque scenery, winter sporting activities and a clean environment.

New Hampshire was then compared with Vermont and Maine. In the comparison, we used double difference analysis, which measures the difference of the deviations from the means for the two states.

In comparison with Vermont, the net differences show that New Hampshire is strong in tourist information, good accommodations, good highways, good state parks, youth recreational activities, summer sports and friendly people. It is weak in relaxing atmosphere, clean environment, winter sports, picturesque scenery, familiarity with the state, and is perceived as being more expensive than Vermont.

In comparison with Maine, some of NewHampshire's strengths are: tourist information, good highways, good state parks, picturesque scenery, winter sports, and a clean environment. NewHampshire's perceived weaknesses are: youth recreational activities, summer sports, relaxing atmosphere, and familiarity with the state, as well as being perceived as more expensive than Maine.

In summary, NewHampshire is strong in tourist information, good high- ways, good state parks and friendly people; it is weak in familiarity, inexpensiveness and relaxing atmosphere when compared to both Vermont and Maine.

In question 11a and 11b (refer to AppendixC) the respondents were asked to rate their familiarity with specific New Hampshire attractions. As shown in Table C-8, the respondents are not familiar with NewHampshire's attractions. Of the 77.4% responding that they had visited NewHampshire, only 24% know of Mt. WashingtonBoat Cruise, 12% know of Strawbery Banke, 42% know of HamptonBeach and 43%are familiar with the Mt. Washington Cog Railway.

When asked how well these attractions were liked, the majority of respondents did not respond. Those who did respond did not rate these attractions very highly. When respondents were given a chance to write in any unattractive features about NewHampshire, 47%of all respondents left a blank space, and 13%wrote that there was nothing unattractive about the state. Therefore, it is difficult to determine the specific unattractive points of NewHampshire. This low rate of response may mean that there is nothing significantly unattractive about the state or the respondents did not have enough knowledge of the state to answer the question. Also, a low rate of

response may have been due to a cooperative bias, i.e., respondents were reluctant about mentioning the unattractive features about New Hampshire since they knew that the survey was being carried out by the University of NewHampshire.

The only category of responses that stood out was bad driving conditions (17%), which included responses regarding highways, road signs, rest areas, location of gas stations, etc. This implies that driving conditions are an important factor when vacationing.

**Future Needs**

In order for the vacation travel, recreation, and allied industries to target their promotional efforts there must be an accurate account of how and where the New Hampshire vacationers spend their time and money. Since the consumer determines future market direction, it is important that studies be done pertaining to the values and attitudes, goals, beliefs, thrills, and pet peeves.

This calls for in-depth research and the establishment of a data base for monitoring any continuous patterns or changes and to determine any emerging trends. Personal preferences, motivations, and vacation destinations are bound to change year after year. *(Ed. note: the copy of the Tourism Study found in the railroad' corporate files in 2023 singled out the following suggested survey.)*

***A travel survey among Canadians.***

As mentioned in the Background and Objectives, *seven million Canadians live within an easy day's drive of NewHampshire (emphasis added with yellow highlighter)*. It is important to determine how we can attract these people to spend their vacations in NewHampshire.

**Formal Planning**

In addition to an ongoing research program the NewHampshireTravel Council and Office of Vacation Travel should set goals and objectives for the future in terms of development, promotion, and growth of tourism in the state. A formal plan or strategy must be developed for reaching these goals. This strategy and the goals should be evaluated periodically, with changes made to suit the changing environment.

1 "Better Homes and Gardens Travel Study", Advertising Director's Page, May1978.

2 "Tourism/Recreation Equals Jobs and Taxes", NewHampshireTravel Council, December1978.

3 Evan Hill, *The Primary State*, The Countryman Press, p. 52, 1976.

4 "1977 National Travel Survey", Journal of Travel Research, vol. XVI, No. 4, p. 34, Spring 1978.

5 Evan Hill, *The Primary State*, The CountrymanPress, p. 51, 1976

**Tariff NHPUC #6 amended**
**Effective May 15, 1979**

General Rates from Marshfield to points noted:

Charter rates are available to organized groups of 25 or more persons. A $100.00 deposit is required one month in advance.

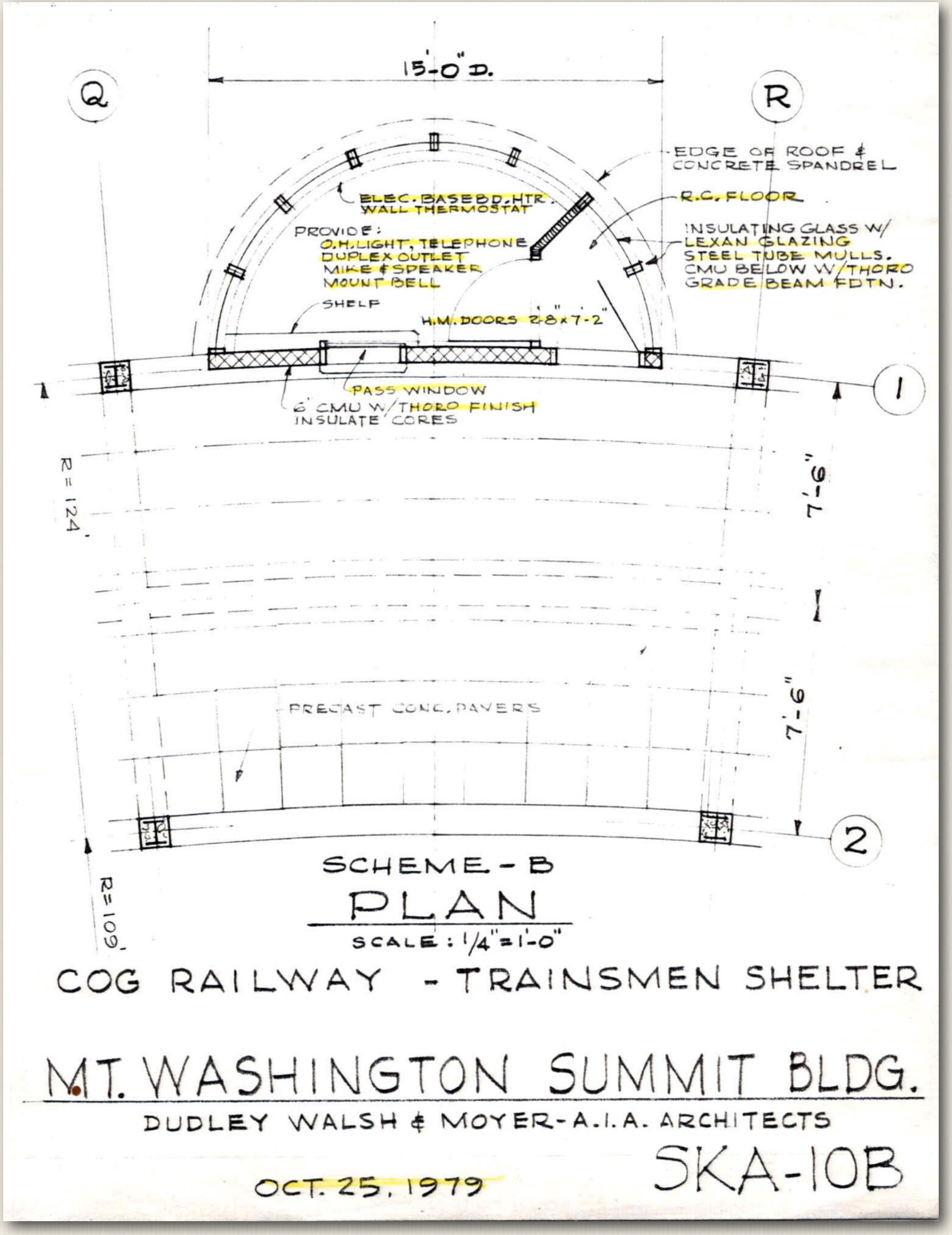
For the round trip, Marshfield to the Summit and return, the rates are:

| | |
|---|---|
| Adults | $11.95 |
| Children and young adults, age 6 through 15, | $ 6.50 |

Special Family Plan for the 8AM train, limited to the capacity of this train, during the season of operation.

Round trip Marshfield to Summit and return.

| | |
|---|---|
| Head of Family | $15.00 |
| Other adult family members | $10.95 |
| Children and Young Adults | $ 6.50 |
| Infants, under 6, in lap | Free |




SCHEME - B

PLAN

SCALE: 1/4" = 1'-0"

COG RAILWAY - TRAINSMEN SHELTER

# MT. WASHINGTON SUMMIT BLDG.

DUDLEY WALSH & MOYER - A.I.A. ARCHITECTS

OCT. 25, 1979

SKA-10B

## ≺1980≻

There are no documents in the N.H. Transportation Department archive relating to operations in 1980 except a list of breakdowns that summer. It was Charles Teague's first official summer as General Manager. The items beyond dates that are bolded here were underlined in the typewritten document.

### Breakdowns of 1980

| | |
|---|---|
| ***June 7th*** | Engine # 6 engine broken blower pipe. 15 min. delay |
| ***June 14th*** | Engine # 10 no steam at skyline. 15 min. delay |
| ***June 22nd*** | Engine # 9 broken lubricator line. 15 min. delay |
| ***June 28th*** | Engine # 3 broken lubricator at Waumbek, 15 min. delay |
| ***July 4th*** | Engine # 9 hole in ash pan above Waumbek. 15 min. delay |
| ***July 26th*** | Engine # 9 broken exhaust line, no delay |
| ***July 27th*** | Engine #10 cracked forward steam line. Switched engines, no delay |
| ***August 1st*** | Car # 1 broken axle on Long Trestle coming down. Lost 4 trains. |
| ***August 2nd*** | Engine # 2 stuck on center. 15 min. delay<br>Engine # 3 broken grease line. 15 min. delay<br>Engine # 4 - # 7 coach kept derailing from Half-Way House up, needed new collar lost 1 hour and 10 min. in schedule |
| ***August 3rd*** | Engine # 3 broken binder. ½ hour delay |
| ***August 4th*** | Engine # 6 broken grease line in box, switched engines, ½ hour delay |
| ***August 14th*** | Engine # 9 dropped a grate just above Waumbek, switched coaches with down coming train. 10 min delay. |
| ***August 18th*** | ***Lost 2 trains due to no coal*** |
| ***August 21st*** | ***Lost 4 trains due to lack of crews*** |
| ***August 23rd*** | Engine # 10 injector trouble at base, switched engines. Delay of ½ hour.<br>***Lost 3 trains due to lack of crew*** |
| ***August 24th*** | Engine # 3 broken valve below Skyline. 1-hour delay, ***lost 3 trains*** due to delay in schedule and lack of crew. |
| ***August 25th*** | Engine # 10 lost lubricator plug. 15 min. delay. Lost 1 hour in schedule due to general slowness of crews all day. |
| ***August 28th*** | ***Lost 1 train due to lack of crew*** |
| ***Sept 8th*** | ***Lost 2 trains due to lack of crew*** |
| ***Sept 20th*** | Engine # 6 broken blower. 15 min. delay |
| ***Sept 27th*** | Lost ½ hour in schedule due to bad weather, ***lost 2 trains*** due to no crew and delay in schedule. |
| ***Sept 29th*** | Engine # 3 broken piston rod. ***Lost 4 trains*** due to breakdown |
| ***Oct 6th*** | Engine # 2 packing gland broke. 15 min. delay |
| ***Oct 8th*** | ***Lost 2 trains due to no crew*** |

***Note: Lost a total of 27 trains*** (lack of crew because of 1979 lay offs)

**MOUNT WASHINGTON STATE LAND RECORD**

TOWN Sargent's Purchase
DESCRIPTION
Agreement between Marshfield Inc. and DRED regarding construction of Summit Bldg
Dated - September 2, 1980

## AGREEMENT

This Agreement made title 29th day of September, 1980, by and between the Mount Washington Commission, Sherman Adams, Chairman (hereinafter called the "Commission"); the Department of Resources and Economic Development, George Gilman, Commissioner (hereinafter called the "State"); the Mount Washington Railway Company, a corporation duly organized and existing under the laws of the State of New Hampshire and having its principal place of business in Thompson and Meserve's Purchase, County of Coös, State of New Hampshire (hereinafter called the "Railway"); and Marshfield, Inc., a corporation duly organized and existing under the laws of the State of New Hampshire and having its principal place of business also in said Thompson and Meserve's Purchase, said County and State (hereinafter called "Marshfield")

WHEREAS, the State of New Hampshire is the owner of certain premises situated on the Summit of Mount Washington in Sargent's Purchase, in the County of Coös, as more particularly described in deed from Dartmouth College to the State of New Hampshire dated April 21, 1964 and recorded in the Coös County Registry of Deeds, Volume 481 at Pane 209; and

WHEREAS, Marshfield, Inc. ie the owner of a certain tract of land situated on the Summit of Mount Washington in Sargent's Purchase and other rights and easements, as more particularly described in deed of Dartmouth College to Marshfield, Inc. dated April 21, 1964, and recorded in said Registry, Volume 481 at Page 96; and

WHEREAS, Mount Washington Railway Company operates a railway from the base to the Summit of Mount Washington and is the owner of certain easements over the land described in said deed from Dartmouth College to the State referred to above, which rights are more particularly described in deed from Marshfield, Inc., to Mount Washington Railway Company dated November 29, 1962 and recorded in said Registry, Volume 474 at Page 58; and

WHEREAS, the State of Now Hampshire is in the process of constructing a building on its premises at the Summit of Mount Washington and desires to acquire from the Railway and Marshfield certain rights; and easements with respect to the construction of said building, utility lines and other easements; and

NOW THEREFORE, in consideration of the mutual premises and undertakings hereinafter set forth, the parties agree as follows:

1. Marshfield hereby grants to the State the following rights and easements as to its premises in Sargent's Purchase, which premises are more particularly described in deed from Dartmouth College to Marshfield, Inc. dated April 21, 1964 and recorded in Volume 481 at Page 96 in said Registry:

a. The right and easement to enter upon the property of Marshfield during the construction of the new Summit Building for the purpose of excavating the foundation of said building and for other construction work in connection with the construction of the Summit Building on said premises of the State, provided that at the conclusion of said construction, and not later than December 31, 1981, the State shall remove any and all of its equipment and other materials from the premises of Marshfield and shall return said premises to its condition of July 1, 1978 insofar as possible.

b. The right and easement to construct a sewer line and a manhole on the Marshfield premises, in the location shown on "Site Plan Drawing L-2", Mount Washington Summit Building, Sargent's Purchase, State Project No. 8282-8, dated April 5, 1978 and revised February, 1979. Marshfield reserves the right to require the State to move said sewer line and manhole to another portion of the Marshfield premises if the sewer line and manhole interfere with the construction of a building on the premises by Marshfield, Inc.

Included in the rights granted to the State is the right to flow sewerage and water through said pipes and to maintain and repair said pipes and to enter upon the land of Marshfield at any and all times for the purpose of cleaning out or repairing said pipes, provided, however, that no damage to its land or any structures constructed thereon is occasioned by these entries and repairs.

2. Railway hereby grants to the State the right and easement to construct across the Railway's right of way on the Summit of Mount Washington electric lines and pipelines for carrying oil, provided that such electric and pipelines shall not interfere with the operation and maintenance of the Railway. Such lines shall be Located as shown on "Site Plan Drawing L-2, Mount Washington Summit Building, Sargent's Purchase, State Project No. 8242-H, dated April 5, 1978. The State shall have the right to maintain such lines and pipes in repair and enter upon the land under easement to the Railway at all and any times for the purpose of maintaining and repairing said lines and pipes, provided, however, that such repair work shall not interfere with the operation of the Railway and no damage to Railway property is occasioned by these entries and repairs.

3. Marshfield hereby wants to the State the right to construct the building as shown on the Site Plan referred to in Paragraph 2 above, the roof of which building, when constructed will overhang. the land of Marshfield described in Paragraph 1 by reason of the fact that the roof of said proposed building will overhang a small portion of the northwest corner of said Marshfield land. *(see diagram next page)*

4. The Commission hereby agrees to pay Marshfield, Inc. the sum of $10,000 in full payment for the rights and easements granted by Marshfield to the State in this Agreement.

5. The State hereby agrees, subject to Governor and Council approval, that the easement of the Railway to operate its Cog Railway over and across premises of the State of New Hampshire at the Summit of Mount Washington shall be interpreted to give the Railway the right to construct a building for the use of the trainmen and other employees of the Railway for their sole and exclusive use. The design of the building *(previous page)* is to be further subject to the approval of the State.

6. The parties agree that the effective date of this Agreement shall be _____, or the date of approval by the Governor and Council of the State of New Hampshire, whichever is later.

7. The Railway and Marshfield further agree to defend, indemnify and hold harmless the State from and against any and all losses suffered by the State, and any and all claims, liabilities or penalties asserted against the State by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Railway or Marshfield in connection with construction, operation and maintenance of the new Summit Building.

8. Notwithstanding anything in this Agreement to the contrary, all obligations of the Commission and the State hereunder, including, without limitations, the payment referenced in Paragraph 4 above, are contingent upon the availability and appropriation of funds, and in no event shall the Commission or State be liable for any payments hereunder in excess of such available appropriated funds.

9. However, the State and Marshfield, Inc. agree that should the State of New Hampshire fail to appropriate the sum of $10,000 as full payment to the Railway for said easements, not later than July 1, 1981 that it be thereby understood that any and all easements here above and/or hereunder are null and void.

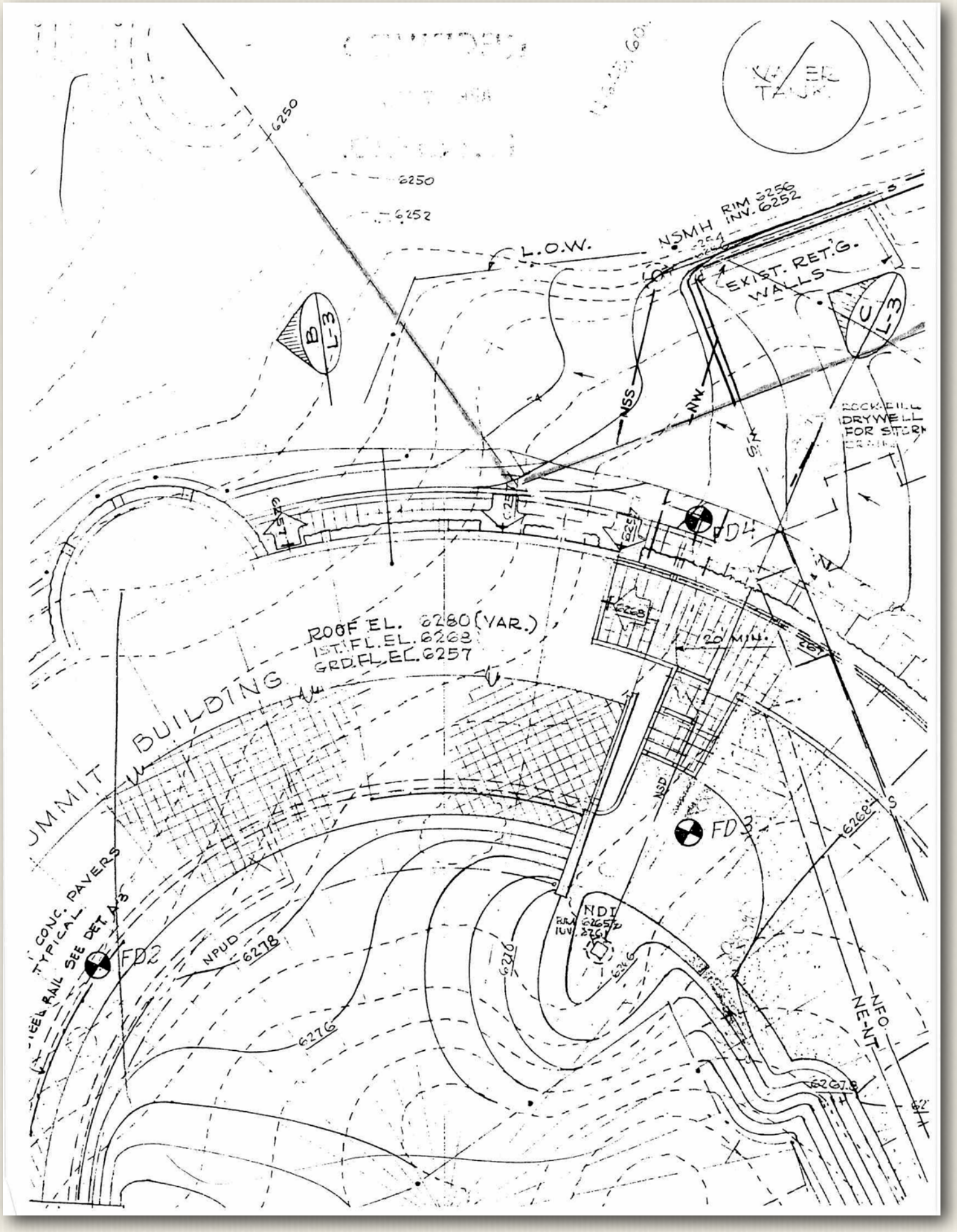
10. Nothing in this Agreement shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved by the State. This covenant shall survive the term of this Agreement.

11. The parties agree to record this Agreement in the Registry of Deeds for the County of Coös in accordance with RSA 477:3-d.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21 day of February, 1981 (?)

MOUNT WASHINGTON COMMISSION
Chairman
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES

AND ECONOMIC DEVELOPMENT
*George Gilman*
MOUNT WASHINGTON RAILWAY COMPANY
*Charles Arthur Teague*
MARSHFIELD, INC.
*Ellen C. Teague*



## ≺1981≻

There was no breakdown list in the NH DOT files for 1981. There were no inspection or accident reports. However an inspection was conducted in late May and it resulted in NH PUC Order No. 14, 925 which was found in the files of Faith Bencosky-Desjardins.

**Re: Mount Washington Railway Company**
**DT 81-137, Order No. 14,925**
**New Hampshire Public Utilities Commission**
**May 28, 1981**

WHEREAS, an inspection of the Mount Washington Cog Railway made on May 22, 1981 indicates that certain work is required in the interest of safety the replacement of ties in the upper portion of the track together with the designation in writing of a General Manager with authority to require all safety standards to be fully complied with, and

WHEREAS, the repairs and replacements required can be more efficiently completed by discontinuing operations until the completion thereof; it is

ORDERED, that operation of the said Mount Washington Cog Railway be and hereby are discontinued until the replacement of approximately 150 ties can be accomplished and all other portions of the trestlework are made safe for operations; and it is

FURTHER ORDERED, that operations shall not be resumed until written notice is received by the Commission appointing a General Manager with full authority to require the track work and equipment to be maintained at all times in safe operating condition. This order is effective immediately.

By order of the Public Utilities Commission of New Hampshire this twenty-eighth day of May, 1981.
signed: *Vincent J. Iacopino* - Executive Director and Secretary

The Bencosky-Desjardins Collection also yielded the New Hampshire Commission's follow-up order.

**Re: Mount Washington Railway Company**
**DT 81-137, Supplemental Order No. 14,958**
**New Hampshire Public Utilities Commission**
**June 25, 1981**

WHEREAS, on May 28, 1981 this Commission issued Order NO. 14,925 which required the Cog Railway to discontinue operations until certain repairs were accomplished as applying to the track support and trestle work; and

WHEREAS, this Order also required the designation, in writing of a General Manager with authority to require that all safety standards be fully complied with; and

WHEREAS, inspection of the track support and trestle work indicates that all defects have been corrected to the satisfaction of the Commission; and

WHEREAS, a General Manager is now retained under contract by the railway; it is hereby

ORDERED, that this Commission's Order No. 14, 925 be, and hereby is, rescinded this Twenty-fifth day of June, 1981.

By Order of the Public Utilities Commission of New Hampshire this twenty-fifth day of June 1981
- signed: *Vincent J. Iacopino* - Executive Director and Secretary

The night the order was issued the track crew gathered at the Red Parka Pub in Glen, New Hampshire to celebrate the reopening of the railway. The signed a copy of the restaurant's *Post Dispatch* paper to mark the occasion. Those putting pen to paper *(next page)* included: Chris Knight, Andre Desjardins. Johnny Bolton, Ken-


Thursday - June 25, 1981

Red Parka Pub Post Dispatch

FORECAST

Miles of smiles abound under blue skies...Not a cloud in sight to rain on your parade.

STATEMENT

The Red Parka Pub Post Dispatch is published whenever for the benefit of our readers and diners. Your comments are always welcome.

Serving Dinner 5-10 Daily

Vol. 9, No. 2 All The News That's Fit ... Downtown Glen & Outlying Districts•383-4344 SUMMER/FALL 1981

... Opens | Playhouse Begins 33rd Season



*Souvenir from celebratory dinner on Thursday, June 25, 1981 in Glen, N.H. - Signed copy of restaurant's promotional newspaper (1981) - Bencosky-Desjardins Collection*

neth Chadwick, Steve Newman, George Burdick, & Joseph Mies.

The only items in the N.H. Transportation files is a single, five page consumer complaint written to Governor Hugh Gallen from a New Jersey man. It was marked as Exhibit 3 and is referenced in a N.H. Public Utilities Commission Order No. 15,693 stemming from a rate increase request found in *Vol. 4 - Charles in Charge*.

**Consumer Complaint**
**October 6, 1981**

***Dear Governor Gallen:*** Two weeks ago, my wife and I made a short vacation trip to the White Mountains of New Hampshire to enjoy the Fall foliage and to ride to the summit of Mt. Washington on the Cog Railroad. The leaves were great - not so the Cog Railroad.

Along with 53 other people my wife & I paid $15 each for the train ride. The tickets we purchased actually were contracts between ourselves and the railroad operators to provide a safe round trip excursion to Mt. Washington's summit. We left on the 1:00 P.M. train. After about 40 minutes & approximately ¾ of the way to the top, the engine developed a trouble which prevented any further forward motion. A young man who was the brakeman announced that a blowout of a steam valve was the problem. He said the Base Station was notified of the trouble. For the next 2½ hours we sat in this train which was on a trestle about 15-20' over the ground at a 30° angle. No one in the train knew whether or not we were in danger of plummeting back down the mountain to certain death. The periodic release of steam enveloped everything causing a great deal of apprehension to all passengers. The brakeman announced that the train engineer would attempt to jack-up the engine in order to release a safety ratchet that has locked on the track & prevents the engine from pulling the train back down the mountain. Most people were not too happy on hearing of this attempt to override a safety feature & were worried about the result if such a ratchet was released. The engineer's attempt to do this was unsuccessful and the brakeman finally announced that a rescue train would be sent up from the Base Station.

My wife all the time along with most of the other passengers was very upset and approaching a state of panic and almost waiting for something to snap or release and send us back down the mountain. One young girl reacted with such panic that she and a male companion swung themselves off the car onto the trestle and crawled on hands & knees across the ties up on the trestle & disappeared over the crest of the hill 250' ahead. This was also extremely dangerous as she could have fallen through the ties 15' down to the rocks below. This was a very scary situation & exit from the train to the ground absolutely impossible for the many elderly people on the train.

After the first hour, the need to urinate for many people became most urgent. The male passengers formed a line to urinate in a beer can at the back of the car and the females used the top of a plastic cooler for this pur-

pose at the front of the car. One woman held her raincoat up in front of the urinating females to provide some means of modesty. At no time did either of the 2 engineers on the train talk to the passengers, explain what was planned, assure anyone of safety or explain the dangers.

There was talk by the brakeman that the engineers would attempt to use lumber lying beneath the trestle to build a walkway from the car around the engine in order to evacuate the train to the tracks behind the engine. The brakeman announced to the passengers that there would be a refund of the ticket cost.

The "relief" train finally arrived and a repairman replaced the defective part. The train then proceeded forward to the next siding and the train behind was permitted to pass & proceed to the Summit. We were then told everything was back in order, but our train would not go to the Summit would return back down the mountain to the Base.

Back at the Base Station, an employee came aboard & told the passengers that the owner had authorized him to give a partial refund of the price of the ticket. Can you believe they had the nerve to give everyone back only $3.00 of the $15.00 ticket! Not only should a full refund been in order but certain some compensation for what everyone went thru during these hours on the side of Mt. Washington. The passengers were of course very upset with this treatment & I'm sure this action was detrimental to New Hampshire's tourist attraction efforts. Those who experienced this event were subject to 2½ hours of worry, discomfort, embarrassment and did not even obtain what they paid for - a return trip to the summit of Mt. Washington. They were crowded in a stalled train, sitting at 30° angle, 2 hours away from nightfall, raining & snowing out, no toilet facilities, no food, no water, no lights, no means of getting off the train & fearful of their very lives.

I would recommend that the proper authorities of the State of New Hampshire make a complete investigation of this incident that occurred on the Cog Railroad on October 6, 1981. In addition, I would suggest the following action be taken: On the cog rail cars to provide for possible emergency:

1) Provide portable toilet facilities
2) Blankets
3) Flashlights or lanterns
4) Water & emergency ration
5) A ladder strapped to roof of all cars to provide means of exit when cars are stalled on trestle
6) A trail along the tracks to permit people to safely walk back to the Base or to the Summit
7) Instructions to train personnel to explain situations to passengers

Sincerely, *Charles A. Brennan* - Morristown, N.J. - Oct 16, 1981



**Mt. Washington Railway Rate Hike Filing**
**to NH Public Utilities Commission**
**October 16, 1981**

Dear Sirs:

The Mount Washington Railway Company wishes to advise you that through necessity we will be raising our fares for the 1982 season.

General Rates from Marshfield to the Summit are as follows:

| | |
|---|---|
| Adult Round Trip | $ 20.00 |
| Child (6 through 15) Round Trip | $ 10.00 |
| Adult One Way Up | $ 12.00 |
| Adult One Wag Down | $ 9.00 |
| Child (6 through 15) One Way Up | $ 7.00 |
| Child ( 6 through 15) One Way Down | $ 5.00 |

Special Family Plan for the 8 AM train during full season:

| | |
|---|---|
| Head of Family | $ 20.00 |
| Other Adult Family Members | $ 16.00 |
| Child (6 through 15) | $ 8.00 |

Charter rates are available to organized groups of 25 or more persons. A $100.00 deposit is required one month in advance:

| | |
|---|---|
| Adult Round Trip | $ 15.00 |
| Child (6 through 15) Round Trip | $ 8.00 |

Rate available only when trains are run to this location as a turning point or terminal:

| LOCATION | Round Trip Adult | Child (6 through 15) |
|---|---|---|
| Waumbek | $ 7.00 | $ 3.50 |
| Half Way | $ 10.00 | $ 5.00 |
| Skyline | $ 14.00 | $ 7.00 |
| Great Gulf | $ 15.00 | $ 7.50 |

Please note that all of the above rates apply to persons six years of age or over, under six are free if held on lap. Hoping this will meet with your approval.

Most Sincerely, MOUNT WASHINGTON RAILWAY COMPANY *Ellen C. Teague*

**George M. Parmenter - NH PUC Tariff Investigator**
**Memo to Donald L. Jackson - NH PUC Transportation Dir.**
**October 20, 1981**

Dear Sir:

The Mt. Washington Railway Company submitted an unnumbered rate increase listing substantial changes, date stamped received at this commission October 19, 1981. The increases are approximately thirty-three and one-third (33⅓) percent over the last submitted rate structure date stamped received at this commission April 3, 1979. There was no evidence of operating cost ratios spanning the last 1, 2, 3 or 4 years submitted with the new tariff in order to substantiate such an unprecedented increase.

It is recommended by the undersigned that the commission set the Mt. Washington Railway rate increase for a hearing requiring the concern to show just cause for same.

**George Burdick - Mt. Washington Railway to**
**Eugene Sullivan - NH Public Utilities Commission**
**December 14, 1981**

Dear Mr. Sullivan

At the request of Mrs. Teague, Chairman of the Board of the Mount Washington Railway, the following information on construction materials for the trestle is supplied,

Order No 375 of 5/12/81 by C. Teague to Prescott Lumber Southern yellow pine, structural grade 65,
24,060 board feet @.72 per bf. frt. $17,121
Recd. Fabyan July 15

Order No 401 of 5/25/81 by G. Burdick to Prescott Lumber Oak, Struotual
4,195 board feet delivered cost $ 3,137
Received Base Station June J,1981

Total timber cost $ 20, 460,
Add estimated shipping, cartage cost, No 175 2,406

| | | |
|---|---|---|
| Subtract increase. in inventory 1980, 1981 | est. | (6,000) |
| Net timber cost 1981 | | $16,866. |

Many other costs are associated with trestle maintenance, such as fastenings, rack and rail. The most significant cost is installation of materials on the Mountain which is the order of three times cost of timber. The auditor, Mr. R. Wood, has such data.

If I can be of further help please contact me...
Sincerely yours, *George Burdick* - Mt. Washington Ry.

*(Ed note: Apparently followed by an undated Page 2 of letter explaining increase to Mr. Sullivan written by Ellen Teague)*

9. The differences between the one-way up and the one-way down are:
   a. one way up: passenger guaranteed a seat on train.
   b. one way down: hiker probably will stand all the way

10. Timber replacement costs 1979...1980...1981. Will be sent by Mr. Wood.

11. Our first year 1978 of General Admission was included in passenger services. There has been no Gate revenue for persons using the trans 1979-1980-1981. The 50¢ is only charged for the hiker who wants to park his car for one day and one night for protection in our parking lot with an attendant on during the day and lights on during the night.

12. Mr. Wood will provide our balance for 1979, 1980, 1981.

We thank you for your interest and your concerns. I remain,
Most sincerely, *Ellen C. Teague*, Mount Washington Railway Co.

## ≺1982≻

There was no breakdown list in the NH DOT files for 1982. An Order was issued by the N.H. Public Utilities Commission on June 7, 1982 involving the rate increase requested in the Fall of 1981 (see *Vol. 4 - Charles in Charge)*. In the Transportation archives in 2020 there was merely a copy of the Wednesday, December 29, 1982 *Manchester (NH) Union Leader* with a front page story written by former Cogger, now editor-in-chief, Joe McQuaid describing negotiations underway by unnamed "group of North Country businessmen" to purchase the railway from the Teague Family. Sources told McQuaid that a price of "slightly under $1 million" has been agreed to pending approval of an in-state bank loan. Ellen Teague told McQuaid she had been asked to stay on in a management-consultant role for 10 years. "I'd be happy to do that," she said. "But you can imagine! I'll be 70 years old in April!" *(Ed note: Current owner Wayne Presby outlines the Cog Railway sale from his point of view in an interview in Vol. 4 - An Origin Story. Presby's partner John Rolli's recollection of running the railroad is found in Volume 1 Operating Manual's Shop Log. section. Documents covering the Presby-Rolli-Bedor-Ness group are contained in the next chapter of this volume, however the so-called Littleton Group was not the only one interested in purchasing the railway - see Vol. 4A Appendix - Another Offer.)* Here are the remaining documents of 1982.

### Rate Increase Hearing Notice
### April 9, 1982

The Mount Washington Railway Company of Mount Washington, New Hampshire having filed on October 19, 1981 a petition for an increase in rates; it is herby

ORDERED, that a hearing be held before said Public Utilities Commission at its office in Concord, 8 Old Suncook road, Building #1 in said State at one o'clock in the afternoon on the fourteenth day of May, 1982; and it is

FURTHER ORDERED, that said petitioner notify all persons desiring to be heard to appear at said hearing, when and where they may be heard upon the question whether the prayer of said petition may be granted

consistently with the public good... By order of the Public Utilities Commission of New Hampshire this ninth day of April, 1982

**A Reminder to All Train Personnel**
**PUC Regulations Governing Movement of Trains**
**May 31, 1982**

1. Trains ascending the mountain must stop before passing over any witch, following which the brakeman shall examine the switch, and the train will proceed upon his motion only after he is satisfied that it is properly set. During the passage of the train the brakeman shall observe the movement of the train over the switch making certain that all parts are in proper condition, and to report any excessive movement or other conditions indicating that maintenance attention should be provided.

2. All descending trains shall stop before passing over any switch and both the engineer and fireman shall make a physical inspection, acknowledging to each other it is properly set for passage and that passage through the same be made at a very slow speed not to exceed 1½ miles per hour.

3. That the brakeman while ascending the mountain shall be stationed in the forward end of the car in a position to observe and ascertain that the cog rack, rail and structure is in normally safe condition without obstructions.

4. The descending trains while under way shall have a qualified engineer and fireman in their proper positions in the locomotive and a qualified brakeman stationed at the brake control in the car with no other duties to perform. Brakeman must ride coach into base at the brake wheel until the engine has stopped.

5. That the collection of ticket shall be made at the time when no train movement is involved unless the duty is performed by one who has no responsibility for train movements.

6. Occupancy of locomotive shall be restricted to not more than four (4) employees, one of which is the manager or supervisor, at any one time while in operation.



CHAPTER 5

# Littleton Group Documents

The State of New Hampshire is a key part of the Mount Washington Railway story starting with its creation and later, in overseeing operations of the line, as the State has had a keen interest in the success of this "anchor" tourist attraction to boost the economic development of the Granite State's North Country. Over the years that has placed state legislators & regulators in an interesting position of having to find a balance between public safety and the railroad's business success. This is a transcribed collection of documents & regulatory reports found in state archives and private holdings demonstrate how New Hampshire sought that proper balance over the years. The record starts with Sylvester Marsh obtaining a charter for a "railway to the moon" and the extensions & amendments that allowed the road to be built by the Mount Washington Railway Company. The modern-era begins with the1931 deal between Henry N. Teague and the Boston & Maine Railroad found by historian Rob Bermudes in the NH archives in April 2022, and a contract found in the Bencosky-Desjardins Collection between the Boston & Maine and the Mt. Washington Railway as the B&M was abandoning spur line service from Fabyan to the Base Station. *(Reminder: These are transcriptions subject to eht foibles of stubby fingers and aging eyes. Those contemplating litigation should consult the original documents.)*

**Cog Railway Inc. Letter to Industrial Development Authority**
**Attn: Miss Vasilieke Kounas, Executive Sec'y**
**October 26, 1982**

Gentlemen:

The Cog Railway, Inc., is considering the acquisition of the Mt. Washington Cog Railway. The facilities include 66 acres of land, 3 miles of track and railroad bed, 6 steam powered locomotives, 6 passenger cars, two employee dormitories, a two story home, a building containing a full kitchen, cafeteria and gift shop, 25 cabins, ticket office, car shed, storage barn, workshop and other assorted structures and equipment. We are hereby requesting that the Industrial Development Authority consider for preliminary approval the issuance of industrial development revenue bonds in the amount of Two and a Half Million Dollars under RSA 162-I to finance the project.

The Cog Railway, Inc., is a closely held company organized for the purpose of acquiring the Cog Railway. The company's principals have professional expertise in railway, accounting, finance, construction, law, hotel, restaurant and tourist attraction operations.

The Mt. Washington Cog Railway is an internationally known tourist attraction which has a tremendous effect on the tourist industry and the economy of Northern New Hampshire. The Cog Railway's steam engines have operated continuously since July of 1869 with the exceptions of the World War I and World War II periods. Over the past five years the railway operation has had gross sales between $500,000 and $700,000. Surveys conducted by the current owners demonstrate that between 300,000 and. 500,000 people visit the Cog Railway each year. The Cog Railway, Inc., has plan to double the gross sales figure by adding museum quality attractions to the base area and charging an admission fee, by expanding and reorganizing the restaurant facilities and the gift shop, and by renovating the already existing locomotives so that all locomotives will operate during peak tourist days.

The Cog Railway currently employs 55-60 people but will employ between 10-15 more upon its refurbishment, renovation and expansion. The anticipated payrolls will be $125,000 annually. Besides the direct signifi-

cant employment benefits the Cog offers, by attracting visitors to New Hampshire from other states and countries, it create a demand for other services in the area, causing substantial ancillary employment and tourist-related expenditures in an otherwise economically stressed part of the state.

Costs for the proposed project are as follows:

| | |
|---|---|
| Acquisition of Buildings Facilities and Equipment | $1,200,000 |
| Costs of associated track Safety Improvements | $ 200,000 |
| Locomotive construction and Repair | $ 500,000 |
| Building and parking facility renovations, waterslide, arcade, etc. | $ 175,000 |
| Costs of Erecting on site Museum | $ 200,000 |
| Organizational Costs | $ 75,000 |
| Fees | $ 150,000 |
| | $2,5000,000 |

Thank you for consideration of this matter.

The Cog Railway, Inc. By its acting Officers and Directors

**Eric Verrill Letter to Vasilieke Kounas, Exec Sec'y**
**RE: NHIDA - The Cog Railway, Inc.**
**November 4, 1982**

Dear Vee:

In response to your request I enclose a suggested form of resolution based on Mr. Rolli's and Mr. Presby's letter of October 26, 1982. I am also sending them a copy of this letter and the form of resolution.

I must emphasize that passage of the resolution is not a final assurance that all the requirements for the issue of "tax exempt" bonds will be met. In particular, I point out that I have advised Mr. Presby by telephone that we think the cog railway would be considered as "...a facility the primary purpose of which is... the provision of recreation or entertainment...", with the result that bonds issued to finance it after December 31, 1982 would not be tax exempt. (See: Tax Equity and Financial Responsibility Act of 1982, Section 214(e)).

I have also advised that the facility appears to be financeable under RSA 162-1:2, IX-b relating to recreational facilities, but that there may be components of the facility which are not eligible for financing under RSA 162-I.

At present I do not know whether the facility is located within an incorporated municipality, and so I have not used any place name other than Mt. Washington. Whether this creates any difficulty under IRC §103(b)(6)(D) will have to be considered.

I have also advised Mr. Presby that the lender must be identified and committed within a week if the transaction is to have any chance at all of being completed before the end of the year.

Yours faithfully, Eric Verrill
Palmer & Dodge - Boston, MA

**Industrial Development Authority Letter to Cog Railway Inc.**
**by Miss Vasilieke Kounas, Executive Sec'y**
**November 10, 1982**

Gentlemen:

This is to advise that the meeting of November 10, 1982, the Directors of the Industrial Development Authority considered your letter of October 26, 1982 concerning industrial development revenue bond financing for a project for The Cog Railway, Inc. and unanimously approved and adopted a resolution to that effect.

For your records, we are pleased to enclose a copy of the resolution. I point out that passage of the resolution is not a final assurance that all the requirements for the issue of "tax-exempt" bonds will be met.

Sincerely, *(Miss) Vasilike Kounas*, Executive Secretary

***NHIDA P&D/EV 11/4/82 The Cog Railway, Inc.***

***A RESOLUTION RELATING TO THE FINANCING OF A RECREATIONAL FACILITY FOR THE COG RAILWAY, INC. AT MT. WASHINGTON.***

WHEREAS,The Cog Railway, Inc. (the "Borrower"*) has by letter of John M.A. Rolli and Wayne W. Presby dated October 26, 1982 notified the Authority of its desire to acquire, improve and equip the Mt. Washington Cog Railway (the "Project") and requested the Authority to issue approximately $2,500,000 of its revenue bonds (the "Bonds") under RSA162-I (the "Act") and loan the proceeds to the Borrower in order to finance costs of the Project.

IT IS HEREBY RESOLVED THAT:

***Section 1.*** Official Action. On the basis of the information and materials furnished by the Borrower the Authority hereby gives preliminary official approval to the issuance of the Bonds as requested by the Borrower. The Authority also approves the Borrower's commencing the Project and making expenditures which may be reimbursed from Bond proceeds under the Act.

***Section 2***. Not a Contract. This resolution is a statement of intent under the Act. The actual issuance of the Bonds is dependent upon further proceedings consistent with the Act.

***Section 3.*** Effective Date. This resolution hall take effect upon its passage.

Passed: November 10, 1982

Attest: Vasilike Kounas
Executive Secretary

*This term also includes any person or entity which controls, or is controlled by, or is under common control with, the named borrower.

**John Rolli Letter to Ellen Teague**
**RE: Cog Railway Purchase**
**December 6, 1982**

Dear Mrs. Teague:

In accordance with our discussion of last Friday, December 3rd, I hereby propose for your acceptance the following offer to purchase all of the Common Stock of your corporations which operate the Mt. Washington Cog Railway and which, I understand own all the assets at the Cog Railway according to the following terms:

The purchase price shall be One Million, Two Hundred Thousand Dollars ($1,200,000.00) payable in the form of Six Hundred Thousand Dollars ($600,000.00) cash down by the time of closing. In addition, the Corporation which I am forming to purchase the Cog Railway will issue One Hundred Thousand Dollars ($100,000.00) of its Cummulative [sp] Preferred Stock to you and the other stockholders of the existing corporation. This will be upon the same terms and conditions as are dictated by the North Country Investment Corporation. It is anticipated at this time that the preferred stock will bear interest at the rate of 12% per annum and will have a buyback feature: such that the buyback price will increase approximately six percent (6%) per year. Finally, our Corporation would issue you and the other stockholders Two Thousand (2,000) shares of One Hundred Dollar ($100) Par Class B Common Stock of total value of Two Hundred Thousand Dollars ($200,000.00). We would agree to repurchase this stock from you at its par value no later than on the tenth (10th) anniversary of its issue. This Class as a whole would elect one Director of the Corporation. Finally, because of your experience and knowledge in running the affairs of the Cog Railway, we would be willing to enter into a Management Contract by which you would be hired to consult with us on a regular basis during those months that the Cog Railway is in operation. You would review the Marketing Plans, operational problems, and financial affairs of the Corporation to the extent requested by me and in return would be paid Thirty Thou-

sand Dollars ($30,000.00) per year for a period of Ten (10) years with the first payment to commence as we discussed in July of 1984. Your lawyer would certainly review this Contract to make certain it was ironclad to give you necessary protection.

This offer, of course, is conditioned upon obtaining the necessary financing. The Indian Head Bank North has given verbal approval of this proposal subject, of course, to final approval by its Board of Directors. The NCIC has also given a tentative approval subject again to approval of its Board of Directors.

Because this is a sale of stock, we would anticipate that the Corporations would be at time of sale in substantially the same condition as they were when the books were examined by Joel Bedor in late October, save only routine and customary expenditures after that date. It is anticipated that you would enter into no major Contracts on behalf of the Corporation, nor incur any other major liabilities or debts from the time that our accountant looked at the records through the date of closing. The Bank incidentally estimates closing to be sometime in January.

This offer is, of course, also contingent upon receiving the 1982 figures from your accountant as soon as they are available. He has given us verbal estimates of revenue totals, but of course, we have yet to receive information as to expenditures. We, as well as the Bank, of course, require that we have the 1982 season figures in writing once they have been completed.

I will also need the Insurance Policy face sheets showing the coverages and deductions along with a letter from the Insurance Company agreeing to re-issue these coverages for the coming season at approximately the same rates and other terms. The Bank will also need a letter from the Public Utilities Commission confirming Walter King's verbal remarks to me that there should be no problem in opening and operating for the 1983 season.

I will need to have a summary of activity from the 1982 season showing the number of people per day transported up the mountain and also any records indicating the number of trains available each day during this last season.

I will need copies of Deeds and Leases of the property and any Contracts or other Agreements now binding the Corporation. I will need a schedule of Receivables and Payables, a Listing of Debts, and an Affirmation that the Corporations are now engaged in no lawsuits or if they are, the nature of the same.

There are a number of standard provisions that would go into the Agreement for purchase and sale of Corporate Shares, but I believe it more appropriate if I were to negotiate these out with Jack Middleton as they are more legal boiler plate type things than it is necessary to get into them at this time. We could not agree to the original price and payment schedule as proposed because both my Accountant the Bank felt that the debt load in the initial years would be to high. The proposal, as contained in this letter is about the limit that I can extend myself and still be sure that I have enough capital and cash flow to successfully operate the business and put in the capital improvements which I feel are necessary to insure its continued success.

Please let me know whether you can give a preliminary agreement to the terms and at that point I can prepare a first draft Purchase and Sale Agreement for Jack Middleton's consideration.

Very truly yours, *John M. A. Rolli*

**John Rolli Letter to Jack Middleton**
**RE: Cog Railway**
**December 10, 1982**

Dear Jack:

Enclosed please find two Insurance Certificates covering loading, transit and unloading of train engines from the Cog Railway to Lancaster, N. H., at One Hundred Thousand Dollars per locomotive per trip. The policy which I have purchased has a $2,500 deductible and cost $260.00. I have placed in my Escrow Account as of yesterday afternoon (after 3 p.m. which will indicate as being deposited on the 10th being the next banking

day) the sum of $2,760.00, which in the event of accident, will be immediately sent to you to cover the deductible on my policy, subject, of course, to my rights of subrogation against the trucker.

The trucker is being paid for a round trip and his receipt for the trip back is also enclosed. I also give my personal assurances that I will be responsible for transportation of these locomotives back to the Cog Railway in the Spring at my own expense if, for some reason, the trucker, for example, should go bankrupt or otherwise refuse to honor his contract.

When I spoke with Mrs. Teague yesterday she indicated that she was giving preliminary approval to the terms as expressed in the letter of intent and that I should go ahead and begin preparation of a Purchase and Sale Agreement. As you can imagine, I am very leary of buying corporate stock rather than hard assets directly and for this reason it is very important that we receive the Financial Statements, including the 1982 season from Bob Wood as soon as he has them assembled. Perhaps you could push him along somewhat. As long as no major changes have been made to the Corporation's financial structure since Joel Bedor looked at the books in early October, I would think there would be no problems.

Please let me know what you would like next from us.

Very truly yours, *John M. A. Rolli*

**Jack Middleton Letter to John Rolli**
**RE: Mt. Washington Railway Company**
**December 16, 1982**

Dear John:

Thank you very much for your letter of December 10, 1982, with the enclosures. The insurance certificates appear to be in order but I would simply note that as I understand it these certificates cover only the trip from the Cog to Lancaster.

Thus, we should have similar certificates of insurance coverage when the locomotives are returned to the Base in the spring. I also acknowledge receipt of Mr. Robinson's receipt indicating that he has been paid for round trip transportation. I also acknowledge your statement that you would be responsible for the transportation expense in the spring should Mr. Robinson go bankrupt, or otherwise fail to meet his contractual obligations.

Finally, this will also acknowledge the statement in your letter to the effect that you have deposited $2,760 in your escrow account which will be available to pay the deductible portion of any damage due the locomotives and the cost of insurance for the return trip from Lancaster to the Cog.

Hopefully, all of this will be accomplished without incident and we will not need any of these protections. At any rate, it is my understanding that the funds will remain in your escrow account until released by me or until the safe return of the engines to the Base in the springtime, and no transportation will be under taken in the springtime without similar insurance coverage in effect.

Phil Ryan and I have been reviewing your proposal for the purchase of the stock of the Railway and we are, of course, awaiting word with respect to your financing. In the meantime, I am confident that Bob Wood is working on the financial materials which you require if your financing materializes.

Best regards.

Sincerely yours, *Jack B. Middleton*

# Documents - 1982

**John Rolli Letter to Jack Middleton**
**RE: Cog Railway**
**December 20, 1982**

Dear Jack:

Thank you for your letter of December 16, 1982. Paragraph One is essentially correct as to our understanding. Concerning Paragraph Two, I had deposited $2,760 in my Escrow Account during the period of time that the locomotives were being moved to cover any deductible in the policy in which I obtained. Once the move was successfully made, I removed $2,500 and placed it back in my General Account. The reason for this is that if Mr. Robinson moves the locomotives in the Spring for Mrs. Teague, which would only occur if the purchase did not go through, then his policy which, as you know, has no deductible, would cover and I assume Mrs. Teague's own policy would also provide some coverage. Frankly, I was never quite certain as to why I needed to put up insurance anyways since Robinson's insurance covered the same risk as well as, no doubt, Mrs. Teague's insurance. I did have to pay an extra $100 to Robinson which was the cost of his obtaining the extra insurance for the move and just in case his company brings its rates up to the amount that I had to pay, namely the $360. I will leave the $260 in my Escrow Account to cover added insurance costs for the return trip from Lancaster to the Cog. In any event, I will leave that amount in my Escrow Account until released by you in the Spring and certainly no transportation would be undertaken in the Springtime without similar insurance in effect.

With respect to the rest of the letter, my financing is on hold pending receipt of the 1982 financial materials from Bob Wood. The only other holdup is my submission to the Bank of the promised capital budget for the next several years. I have hired a Civil Engineer and he is adjusting estimates as to [*repairs? of parking lot; then unreadable until*] toilet facilities, and septic system and various other costs of construction and reconstruction of various buildings. I have talked to George Burdick and he has given me an estimate of the costs to refurbish the locomotives. I am also getting costs of various rail and structual [sp] timber replacements. These ought to be done within a week and I would hope that Bob's figures, as well as insurance information and copies of deeds, would be in my hands for delivery to the Bank by that time. Please let know.

Very truly yours, *John M. A. Rolli*



## ≺1983≻

The 1983 NH Transportation Department files reviewed by Jitney Jr. in February 2020 contained an April 10, 1983 *New Hampshire Sunday News* article that profiled the progress on one part of the NH PUC's June 7, 1982 order (see *Vol. 4A - Charles in Charge*) - specifically "that the new engine and passenger car should be completed and placed in operation as soon as possible. The actual sale of the Cog Railway to that unnamed "group of North Country businessmen" was approved on May 5, 1983. However, the group of North Country businessmen needed to finalize some details with Ellen Teague and raise some money by offering investors an opportunity. A review of corporate records by Jitney Jr. thanks to current owner, Wayne W. Presby sheds light on how the deal finally went down.

**Mt. Washington Railway Company Lease**
**with NH Parks & Recreation Dept.**
**RE: Sherman Adams Building Water Supply**
**January 7, 1983**

*(Ed note: the transcription of this lease is from a copy provided to the new owners for renewal. The copy was annotated by John Rolli prior to being given to Wayne Presby for review. Those annotations will be inserted into this transcription in italics.)*

THIS EQUIPMENT LEASE, effective as of the date it is approved by the Governor and Council, between the State of New Hampshire, Ronald Poltak, Director, Division of Parks and Recreation , Department of Resources and Economic Development, duly authorized , hereinafter referred to as the "State", and the Mount Washington Railway Company, of Mount Washington, New Hampshire, Ellen Teague , Treasurer, hereinafter called "the Company".

Company hereby leases to the State and the State hereby leases from the Company the equipment and personal property, together with all replacement parts, additions thereto and substitutions therefore (the "equipment") described in the schedule attached hereto, upon the terms and conditions hereinafter set forth .

The term of this lease shall begin January 1, 1983 , and shall end on December 31, 1983. State hereby agrees to pay the following rental in accordance with the following schedule :

A. $3,750 on July 15
B. $3,750 on August 15
C. $3,750 on September 15
D. $3,750 on October 15

The rental of the equipment is based upon a utilization by the State of 650,000 gallons. *(We pumped 295,501 gallons in 1983 at cost of 5¢/gal to state)* To the extent that the utilization by the State exceeds 650,000 gallons, the State shall pay to the Company the sum of 2.2 cents per gallon for each gallon in excess of 650,000 gallons, such payment to be made to the Company on October 15.

Lessor agrees that in addition to providing the equipment to the State, the Lessor will provide such employee or employees of the Company as are necessary to operate the equipment. In accordance with the foregoing the parties specifically agree as follows:

A. The operation of the equipment will be sufficient to supply, as required, up to 10 000 *(7gal/min we can barely do this)* gallons of water in any one day. The line will be metered by the State at the end of the Company's pipeline.

B. Such operations are subject to the provision that they will not be conducted whenever temperature and wind conditions do not permit safe operation of the existing exposed pipeline between the Base Station and the Summit.

C. The Company specifically agrees that it will operate the chlorination equipment at the Base Station in accordance with the requirements of the New Hampshire Water Supply and Pollution Control Commission. *(We never hooked it up)*

D. The Company will maintain all of the equipment and all of the pipeline from the Base to the Summit. The State will be responsible for the maintenance of all pipe and storage facilities beyond the end of the Company's pipeline at the Summit. The equipment of the Company will be connected to the facilities of the State through a connection from the supply pipeline located on the west side of the Trestle of the Company to existing storage facilities owned by the State.

E. In addition to the maintenance of the equipment set forth in the attached schedule, the Company agrees that it will provide minimal maintenance of its wooden summit water tank but it is not required to make major repairs or capital expenditures to maintain the tank. The Company agrees that it will fill *(Never got more than ¼ full)* that water tank for use by the State for firefighting purposes. The cost of the necessary connections to any emergency firefighting pumping system will be borne by the State

F. In order to prevent unnecessary damage to the Company's equipment, the State agrees that it will notify the Company of changing weather conditions in sufficient time for the Company to drain the pipeline and cease any pumping operations, and conversely, to begin pumping operations.

G. In the event that during the term of this lease the Company is unable to supply equipment which will allow the delivery of water at the Summit in accordance with the provisions hereof, the State shall be liable for rent of such equipment computed on the basis of the water actually received at the Summit storage tanks and computed for payment at the rate of 2.4 cents per gallon.

H. In the event that the Legislature fails to appropriate, reduces, or terminates funding for this agreement, the State shall have the right to withhold payment until such funds become available, and shall have the right to terminate this agreement immediately upon giving the contractor notice of such termination.

I. The Company agrees to perform and faithfully observe and comply with all and singular the conditions, regulations and provisions prescribes herein and further indemnify, save and keep harmless, the State of New Hampshire, its officers, agents and employees of and from all liability, lien, judgment, cost, damages and expense of whatsoever kind which may in any way be suffered by the State or by its said officers, agents or employees by reason of or in consequence of the lease herein provided for, as aforesaid, or for or on account of any act or thing done or omitted to be done under the authority or supposed authority of subject agreement.

Notwithstanding-any provisions of this Lease, nothing herein contained, shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State; provided however that the State shall not be immune from an action for breach of this Lease.

That it is the intent of the parties hereto that the Company shall be legally considered as an independent contractor and that neither the Company nor its employees shall, under any circumstances, be considered servants or agents of the State of New Hampshire, and that the State shall at no time be legally responsible for any negligence on the part of said Company, its servants or agents resulting in either personal or property damage to an individual, firm or corporation.

IN WITNESS WHEREOF, the parties have executed this Lease this 7th day of January, 1983.

STATE OF NEW HAMPSHIRE

*George Gilman*, Commissioner

*Ronald Poltrak*, Parks & Recreation Director

MOUNT WASHINGTON RAILWAY COMPANY

*Ellen C. Teague,* President, Treasurer, Chairman

**Jack Middleton Letter to John Rolli**
**RE: Mt. Washington Railway Company**
**January 12, 1983**

Dear John:

Thank you very much for your proposed Purchase and Sale Agreement. I will give this our careful and immediate attention and hope to be back in touch with you in the near future.

Ellen tells me that she has discussed with you the need for payment to Charles of cash on a monthly basis, as opposed to wh o_uld otherwise be his proportionate share of the common a preferred stock. She thinks that you have agreed to some thing and I'm not sure what your understanding is about a change in the arrangement with respect to Charles. Please let me have your comments.

Best regards.

Sincerely yours, *Jack Middleton*

**Jack Middleton Letter to John Rolli**
**RE: Mt. Washington Railway Company**
**January 17, 1983**

Dear John:

Enclosed please find a copy of a letter dated January 11, 1983, from Walter King to me in response to your request for a letter from the PUC. As I read his letter it means that the Railroad was in good operating condition and he would expect it to be in such condition subject to whatever damage may occur over the winter (and frost does throw the wooden trestle and will require normal maintenance in the Spring). He also indicated to me that the Railroad has not submitted a maintenance schedule for Jacobs Ladder. George *(Burdick)* says that the timber in Jacobs Ladder is in good shape and he sees no basis to replace it. At any rate a maintenance schedule probably should be prepared which will satisfy the Commission. The so-called Marshfield Siding and Shop track are located at the Base of the mountain and are the most accessible and most easily rectified areas of the entire track and should not present any difficulties. The items involving loose spools, crushed centers, caps and line work are, I believe, extremely minor, but necessary, repairs.

I would suggest that if you have any particular concerns about these items that you talk directly with George about them.

Sincerely yours, *Jack Middleton*

Enclosure: ***Walter King Letter to Jack Middleton*** - January 11, 1983

Dear Mr. Middleton:

This will inform you that as of my last inspection of the Mount Washington Cog Railway on October 7, 1982, there were no exceptions taken to track structure that would in itself prevent the railway from opening in the spring of 1983. This is, of course, subject to winter damage if any occurs.

The provisions set forth in Order 15,693 which was issued in DR 81-322 on June 7, 1982 (a copy is attached) have been met with the exception of two (2). The maintenance schedule for Jacobs Ladder has not been submitted and the repairs to Marshfield siding and the shop track were not completed. A time limit was not assigned to the maintenance schedule, however, it could jeopardize the opening of the railway in May. The Marshfield siding and shop track must be repaired prior to the opening in May.

The inspection of October 7 revealed four (4) areas of deficiency which required immediate attention. There were also noted several loose spools in the Waumbek switch area, a crushed center at 388, caps at 389 and 398 and surface and line work between 88 and 95. These items must be corrected prior to the opening in May, 1983.

Very truly yours, *Walter W. King* - Track Safety Inspector
N.H. PUBLIC UTILITIES COMMISSION

**Jack Middleton Letter to John Rolli**
**RE: Consulting Agreement - Ellen Teague**
**January 24, 1983**

Dear John:

I have received a copy of the proposed "Consulting Agreement" between your proposed new corporation and Mrs. Teague.

First, we suggest that this be an agreement between Mrs. Teague and Marshfield, Inc., which is assumed by your corporation.

Second, I have written to you previously relative to payments under this agreement. I don't know why you have delayed payments for over a full year beyond the closing date. Mrs. Teague is looking to these monies to provide her support. I suggest that the payments begin one month after the closing and continue monthly thereafter throughout the term of the agreement.

I propose that the agreement be one which contains absolute requirements for payments, that suitable language be incorporated that makes it clear that Mrs. Teague is not required to perform any particular services at any particular time, and that in the event of her death or complete disability, the payments would continue to her estate, etc. In paragraph (8) I suggest that in the third line after the word "hereunder" the following language be added:

"Whether brought in New Hampshire or elsewhere",

and that the word "execution" in the ninth line be changed to:

"Exclusion".

The agreement should be assignable and inure to the benefit of Mrs. Teague.

Paragraph 11 and paragraph 6 and 7 are redundant.

A further provision should be added which simply recites that in the event of Mrs. Teague's death the purchaser will pay a death benefit equal to the difference between a gross amount payable to the contract and unpaid to Mrs. Teague at that point.

I think all this is consistent with our understanding that this agreement is basically part of the purchase price for the Railway.

Please let me have the benefit of your thoughts at your early convenience.

Sincerely yours, *Jack Middleton*

**Jack Middleton Letter to John Rolli**
**RE: Mt. Washington Railway Company**
**January 24, 1983**

Dear John:

I have had an opportunity to review the Agreement of Sale of Stock and the Consulting Agreement that you forwarded to me with your letter of January 7th. Your proposed Agreement is generally very acceptable but I do have the following comments with respect to the Agreement of Sale of Stock:

1. This is a sale of stock and I would like the agreement to be restructured to make that clear, namely, I propose that we have two agreements, one between your corporation and Marshfield, Inc. and one between the stockholders of Marshfield, Inc. and your corporation.

2. We propose that in order to create the new common and new preferred stock that Marshfield, Inc. be recapitalized prior to the sale. In this way the stockholders would then simply sell to your corporation all of

the Class A common and retain the Class B common and preferred stock. In this was the Teagues will not have to pay a tax based upon the stock aspect of this transaction unless or until the stock is sold.

3. Your agreement does not call for a deposit and we would ask that some Sixty Thousand Dollars ($60,000), ten percent (10%), be deposited with the escrow agent on the date of execution of the Purchase and Sale Agreement to assure the performance of the purchaser on the closing date.

4. The closing date is left as blank. We propose that the closing date be as soon as reasonably possible. I suggest March l, 1983.

5 With reference to paragraph 1.5, the bulk sales act is inapplicable to the sale of stock and these provisions should be eliminated.

6. With reference to paragraph 1.9, the "effective date" should be the date of closing and not October 1, 1982. I have no objection to including references to facts and figures as of October 1, 1982 if that is the date that your group received financial information, etc.

7. I don't understand what you mean in paragraph 1.7. As you know, the Railroad necessarily continues to operate throughout the year and we expect that your group is going to buy a going concern. The precise complexion changes from day to day but as long as business is conducted in the usual and ordinary course this should not effect the sale price.

8. With respect to your paragraph 1.8, we will refer later to your more comprehensive paragraphs relative to representations and their survival. It is our view that the liability of the stockholders and the corpora tion would be limited to liability for fraud.

9. With respect to paragraphs 2.l(a) and (c), these matters should be handled by an attorney's opinion and not by representations of the clients.

10. With respect to your paragraph 2.l(d), these matters should be stated in an opinion by the company's accountant.

11. With respect to your paragraph 2.l(e), (f), (g) and (h) we would propose that these statements be made with a preface "to the best of our knowledge and belief.."

12. With respect to paragraph 2.l(i), the third paragraph of this subsection is inappropriate.

13. With respect to your paragraph 2.l(j), similarly this is not appropriate.

14. With respect to your paragraph 2.l(k), the second sentence is inappropriate.

15. With respect to your paragraph 2.1(1), (m), and (n), these similarly should be prefaced "to the best of our knowledge and belief..• ".

16. With respect to paragraph 2.l(p), this subject is already covered in paragraph 2.l(e)(2).

17. With respect to paragraph 2.l{q), provisions for taxes should be a matter of the accountant's opinion and not the clients.

18. With respect to paragraph 2.l(q), this is a sale of stock and the tax ramifications for our clients have been viewed on that basis. Section 338 may create additional tax consequences for our clients because of recapture of depreciation, recapture of tax credits, and because of the imposition of a business profits tax. We understand why your clients would be interested in utilizing these provisions but we cannot agree that our clients sell on the basis of a 338 election.

19. With respect to paragraph 2.l{r), these representations are inappropriate for our clients. I think it is appropriate for our clients to advise your clients of all pending contractual obligations and let your clients make the determination as to whether they are "materially adversely affected" by this transaction, etc. Furthermore, it is necessary for the Railroad to petition the PUC for approval to make the sale to your clients and we certainly expect to do so. Obviously at this point we have not obtained approval and any agreement should be conditioned upon our ability to obtain the PUC approval of your group as a purchaser.

20. With respect to your paragraph 2.l{s), we would prefer that this representation utilize the date "October 1, 1982" and that the representations be made accordingly. You will also have in mind that it is our intention to recapitalize Marshfield, Inc. as indicated above.

21. With respect to your paragraph 3.2(2), we certainly don't expect that we're going to pay any of your costs in the event that you do not go forward. In your paragraph 3.2(1), I assume you're talking about a "material" omission.

22. With respect to your paragraph 4.l(a), we agree that your representations should be as of the closing date as well as the date of the Purchase and Sale Agreement.

23. With respect to paragraph 5.2 and 5.3, these should be renumbered as 5.l(a) and (d).

24. With respect to paragraph 6.1, there are two typographical errors, namely, it should be the "Securities and Exchange Commission" and "Public Utilities Commission-..-.

25. You have mis-numbered the paragraph at the top of page 13. It should be 7.1.

26. With respect to paragraph 7.l(a) and the other paragraphs which refer to a so-called "Offering Circular", the sellers are unwilling to be bound by such suggested but unidentified representations. I suggest that to the extent that any representations are deemed to be material, that they be expressly contained in this agreement so we know precisely what they are.

27. With respect to paragraph 7.l(b), this firm does not give title opinions nor opinions with respect to the other assets. These are matters that you should satisfy yourself on. In the past, I have had Paul Donovan do our real estate work and he has certified title on a variety of occasions.

28. With respect to paragraph 7.l(f), the sellers are not going to commit themselves with respect to any Offering Circular nor supply a certificate from the board of Marshfield.

29. With respect to paragraph 7.l(h), please keep in mind that this is a sale of stock and authorization by the board of Marshfield is certainly not necessary to that transaction.

20. With respect to your paragraph 8.6, this is redundant in view of the fact that the subject matter is covered expressly in other paragraphs.

Although the above sounds like a litany of complaints and it appears that we're miles apart, I think most of the above is simply a question of housekeeping which can and should be accomplished fairly readily. I would have prepared and forwarded to you a revision incorporating these suggestions but you said that you would prefer to keep this on your word processing equipment. If you want us to prepare a draft and forward it to you, we would certainly be glad to do so. I look forward to hearing from you.

Sincerely yours, *Jack Middleton*

**Jack Middleton Letter to John Rolli**
**RE: Year End Financials**
**February 9, 1983**

Dear John:

I talked with Bob Wood on February 8, 1983, and find that he is working hard and doing everything possible to complete the year-end financial statements for Marshfield and the Railroad. He hopes these will be finished by March 1. It seems to me that in the meantime we can devote our attentions to the Purchase and Sale Agreement and have that in place.

Bob Wood is a Certified Public Accountant but his role for Marshfield and the Railroad is not as an independent accountant but as the chief accountant of the Company. We have never had a C.P.A. audit any of the statements and don't plan to do so this year. It occurred to me that if your group needs reassurances with re-

spect to the financial statements, perhaps after they are available Joel Bedore might meet with Bob Wood and review figures, etc.

In the meantime I suggest that all of us leave Bob alone to work on the year-end financials.

Best regards.

Sincerely yours, *Jack Middleton*

**John Rolli Letter to Jack Middleton**
**RE: Consulting Agreement - Ellen Teague**
**February 15, 1983**

Dear Jack:

I am in receipt of your letter of January 24, 1983, concerning the Consulting Agreement with Mrs. Teague. Although our original thought was to treat the "Consulting Agreement" as part of the purchase price, after several discussions with Mrs. Teague, and further thought on the matter, I have come to the conclusion that for the benefit of the Railway and for tax reasons this agreement must be treated as an employment contract pure and simple. Although it is an added benefit to our offer, it is not to be considered part of the purchase price.

The Cog Railway is a unique business and Ellen Teague is the only one with a firm grasp on its entire operation. We have a great need for her knowledge, experience and continued support. Ellen and the Cog go hand in hand, you don't really have one without the other. For this reason we cannot agree to change the consulting agreement in such a way as to completely relieve Ellen of any responsibilities to the railway. You must understand that we have no intention of making Ellen work herself to ill health. I am aware of her medical infirmities and her age and I assure you that her health is of concern to us all. If the amount of time Ellen is to work for us during a year is a problem, I suggest a limit of 4 days per month of operation and 1 day per month during the off season, for the first year, and less in later years. If Ellen becomes ill and cannot be present, as we would like; telephone calls and letters will suffice. We cannot agree to payments regardless of total disability or death. This was not my agreement with Ellen. Because Ellen has so many contacts and is so closely identified with the railway, we would like her to continue to do some of the promotional work.

You must further understand Jack, that from a business point of view, an employment contract such as you are suggesting if reviewed by the IRS would be considered a sham, rendering the payments to Ellen undeductible to us. The reason for delaying Ellen's first payment over a full year from the date of closing is three-fold; firstly, Ellen suggested of her own volition that it would be alright to do so; secondly, the fact that the first payment is delayed looks better to our creditors who are concerned with cash flow in the initial years; and thirdly, the cash purchase amount should provide her with adequate income in 1983.

Frankly speaking, I don't believe that Ellen would feel comfortable, after all these years, if her responsibilities regarding the railway were completely severed.

The reason for having the proposed agreement executed by The Cog Railway, Inc. is that we will eventually be liquidating Marshfield and Railway into The Cog Railway, Inc. for purposes of consolidation and ease of administration. The consulting agreement would be one further contract to be transferred just further complicating the process. We would rather leave the parties as they stand for this reason.

Otherwise, "exclusion" in line 9 is acceptable, and we agree to strike Paragraph II. We cannot agree that she may assign performance, to another, although she may assign payment beneficiary.

Again, the "death benefit" is unacceptable and was not agreed to by Ellen Teague and myself.

Please review this and let me know of your further comments.

Very truly yours, *John M. A. Rolli*

# Documents - 1983

**John Rolli Letter to Jack Middleton**
**RE: Cog Railway**
**February 16, 1983**

Dear Jack:

I am writing this letter for two reasons, the first being to let you know of my frustrations at the prolonged inability of the Sellers in this transaction to furnish me with even the most basic information that I need to move the financing of this transaction along at a reasonable pace, and secondly, to answer with some specifics your letter to me of January 24th concerning the Purchase and Sale Agreement.

First I want to know how badly bogged down the financing has become because of inability to provide accurate information as to the 1982 figures. In order for the bank in Littleton to send the entire loan package down to headquarters in Nashua to the Credit Dept. they must have the current Profit and Loss picture. The deal is on hold, the bankers are becoming frustrated and they are beginning to lose enthusiasm. Bob Wood's delay has also cost me a substantial amount of time spent with North Country Investment Corporation (NCIC). In order to make their loan to us NCIC requires very detailed information about the employment at the Cog Railway right down to hourly rates of pay for the individual employees. These are items shown on the last few schedules of the proposed Purchase and Sale Agreement. Now certainly this information is available and available now. Bob Wood had to send the W-2's out by the end of January. Much of what I need can be obtained by merely photocopying the W-3 filed by Mr. Wood in January and sending that to me. This won't show hourly rates and bonuses, but a small additional amount of photocopying will provide that information. The point is the staff at NICIC will not submit the loan application package to their Board for formal approval until we have this information. The Board sits once a month and it is a rule of the corporation that the Board members must have the applications in their hands by the last week of the month prior to their meeting. This means that the earliest the NCIC Board can now review and approve this loan would be at their April meeting. It would then take them two or three weeks before the loan was ready to close. I don't want to wait that long. I now have a meeting lined up with another source of financing. In the meanwhile, we are being forced to raise a greater amount of equity than we had otherwise planned since it appears that the NCIC loan and stock purchase can come through only too late to do any good.

I had originally hoped to be able to close in January, then February, then March 1st. It now appears that we will be lucky to be able to close by April 1st. This is a great inconvenience and is causing me much anguish. I have deposits on equipment, commitments for engineering and architectural services, replacement rail to buy, outside boiler workers to get going and a number of construction contracts to let. There are three men in Lancaster working on a locomotive with all the speed of the Vatican updating the Canon Law. I am going to need to generate another hundred thousand dollars per year from the Cog Railway in order to carry the debt service and the longer I am delayed in getting ownership the more difficult it is going to become during the first year.

Jack, help me out! Tell Bob Wood that I need now all of the information concerning payroll, bonuses, hourly rates. I need the daily records of passengers carried up the mountain. I need from you copies of the Deeds. I need these things because the bank needs them and I need them at once. We need to have George Burdock file with the PUC his plan for the renovation of the trestle. This ought not be a prolonged affair but have him do it. You pointed out that the PUC may feel that they have the right to approve the stock sale. I don't see how in the world they have this right, but now that I have told the bank of your position on this they want something from the PUC giving such approval. Please push these things along.

Now, the rest of this letter I would like to go through your comments on the Purchase and Sale Agreement. I will refer to your numbered paragraphs in the January 24th letter as follows:

1. We don't believe there is any problem with the Agreement as formed stressing that there is a sale of stock. We believe it is spelled out quite clearly, but we refer to Marshfield as being under the umbrella of "Sellers" only for purposes of getting everyone, the individual stockholders as well as the corporation under the various warranties and representations. I really don't believe that two agreements will serve me very well especially since after the closing I will be the Owner of Marshfield and any agreement between myself and that corporation will not amount to much;

2. We just can't do it that way. Because of the long lead time necessary for NCIC financing we have now put a great many hours into a prospectus for the private sale of our preferred stock. We have stockholders lined up and our whole financial pattern is now set upon reliance of a heavy sale of preferred stock in The Cog Railway, Inc. We are too far along to change our plans now. If we proceed to recapitalize the old corporation we cannot use the stepped up basis. We realize that your proposal will lessen the tax impact to the Teagues, however, we need some tax advantage ourself;

3. We have no problem with Paragraph #3;

4. As I stated above, it now appears that April 1st is the earliest that a closing can be arranged;

5. We will agree to change Paragraph 1.5 by deleting reference to the Bulk Sales Act and also to subparagraph d;

6. We will delete all reference to the effective date other than the date of closing, but we will insist on using October 1st (actually this was some time during the first week of October) as the date upon which we received much of the (sketch) financial information that was available concerning the company during its 1982 season;

7. Our concern in Paragraph 1.7 is about usual debts not in the ordinary course of business and any debts undisclosed at the time of our visit in early October. What we are doing is placing an affirmative duty on the Seller to make us aware of any and all debts which could, of course, be clarified by furnishing Schedule B-2. We realize that the purchase of an ongoing corporation involves day to day fluctuations and as long as these are in the normal course of business, we have not problem and do not expect to adjust the sales price because of customary routine and ordinary expenditures of the business;

8., 9. & 10. We would prefer to have the representations be from the Stockholders and not the Attorney and Accountant since the Attorney and Accountant aren't always privy to the knowledge of the insiders and you know that if we wait for an opinion from the Accountant, we would be lucky to close by Labor Day;

11. We have no problem with this comment;

12. We do not feel that the third paragraph of the subsection mentioned is inappropriate unless there are no such contracts in existence. You should understand that there is very little which could at this time change my mind about this purchase, but I do need all of the information possible and I don't need any more surprises than the many that I am certain that I will find once I get in there and run the business;

13. & 14. We do not understand why these subparagraphs are "inappropriate". If you feel there are representations which should more properly be made by you as the Sellers' attorney, then make the representations to Mrs. Teague so that she can make it to us and as far as the insurance coverage as outlined in your comment #14, if you want to delete the "which it believes to be adequate in character and amount" I have no problem with this;

15. We have no problem with this comment;

16. I would like left in the first reference lists any suits, the second reference covers that there are no such claims pending;

17. Again, we want the Sellers to make the representation and not their Accountant. We have no privity with him;

18. Our Accountant is working on this. We must insist on a Section 338 sale, but I believe that we have an idea which will minimize any negative impass. This is something I believe that perhaps Joel Bedor could peak directly with Bob Wood about. Let's leave this area open at this time;

19. My paragraph as originally presented does contain the tempering language, "to the knowledge and believe of the Stockholders". Frankly, if they have knowledge of a material adverse affect and conceal it, they should bear the heat upon discovery. As far a the PUC permission goes, please proceed and let us know what we can do to help on this;

20. We have no problem with the first sentence. As stated we cannot recapitalize Marshfield ass we are too far along in our own plans at this stage;

21. We agree with both of your comments;
22. No problem;
23. ?
24. Correct
25. Correct
26. We are referring in this paragraph to the "offering circular" furnished us by your Broker similar to a listing agreement in real estate transactions. We have relied heavily upon this information and if you have a problem identifying it, let us attach the circular as an appendix to this document;

27. We can agree to delete Paragraph #2 and #3 under Section 7.1 (b);
28. I can waive the Certificate from the Board of Marshfield. However, both ourselves and the bank have up to this time relied upon financial information contained in the offering circular. If you are now repudiating this information, I'd like to know why. If the information which the Seller furnished us by means of the offering circular is fictitious I would like to know why, to what extent it is fictitious and if so, we may need to take an entire fresh look at the whole financial structure of our offer;

29. No problem
30. Redundant though it may be, let's please leave it in;

After you receive these comments and get back to me on them, we will send you a revised Purchase and Sale Agreement incorporating the changes There are two other matters not now in the Agreement that should be. One of them is the Post Office. I have recently learned that the Post Office concessions is run by Ellen personally (or at least I believe so) and not be by the corporation. The Post Office should be included as part of the business.

Secondly, Ellen owns personally a small tract of land which she describe as the employees' picnic area just downhill from the old steam pumping station. This [unreadable] however, an agreement that would [unreadable] not be put to commercial use and I would also like a right of first refusal in the event of its resale. Frankly, this piece of land should be included with this transaction, but if Ellen merely wants to use it as a place to go and have a picnic this will not bother me. Hot dog stand and the like carting to tourists would be inconvenient.

(Oh how I wish this was over!)

Very truly yours, *John M. A. Rollie*

P.S. After being coached by the Accountant, I am told that if Marshfield is recapitalized as you suggest, there is no way that the assets can be revalued to reflect the stock purchase price. A recapitalization as you propose would result in our company losing anywhere from one hundred ten to one hundred fifty thousand dollars per year in depreciation. This amount is already included in our cash flow projects to offset income and it is absolutely necessary that we have it. We realize that there is some tax burden on the Teague family receiving stock as part of the purchase price. However, there is a far greater loss to us if we cannot revalue the assets. The Accountant suggests that one way to help everyone, which may not be entirely acceptable to you, is to reduce the down money in favor of even more deferrables, such as a Note for part of the six hundred thousand. Even this creates problems for me as I have to state within a certain debt equity limitation to comply with the bank's guidelines which is why we suggested that the amount taken back be in the form of preferred and common stock rather than a note and mortgage.

P.P.S. I've just returned from a visit to the Lancaster Locomotive Shop. Virtually nothing has been done on the new locomotive, as usual. However, the tubes have finally been removed from the number ten and it seem that the man who is least qualified who normally is the Track Foreman is also the most energetic and is actually doing most of the work. The two machinists are physically present. I stopped at Mrs. Teague's home and met with Faith Desjardins and told her that virtually all of the existing [*unreadable*] be encouraged to return. She is writing letters to them that they come back. We will not be needing [*unreadable*] Joel Bedor is going to do all of our accounting work. Faith did not feel that it was her placed to tell Mr Randall not to return since he was "Mrs Teague's employee". In fairness to Mr. Randall, I would appreciate it if you would ask Ellen to notify him well enough in advance so that he will not unnecessarily plan on being employed at the Cog Railway this Summer.

**Wayne Presby Report to Board**
**RE: Meeting with Walter King - PUC Track Inspector**
**February 22, 1983**

Joel Bedor and I met with Walter Kind on 2/22/83 at the office of the PUC in Concord, the results of that meeting are as follows:

1) Walter King stated that the only repairs necessary to b done before the railway could open in the spring would be the repair of the track at the Marshfield siding and between the Shop and Marshfield Station

2) The PUC has now concern whatsoever as to how we set up our fee structure we can
Charge a half way fee
Charge a gate fee and reduce the regular train fare
Charge reduced rates on poor and weekdays
As long as these items are included in the tariff schedule sent to the PUC. The PUC approval of such requests (so we were told) is merely a routine matter. The PUC cannot stop us from charging a gate fee.

3) There was some talk of how Jacobs Latter [sp] was in need of being replaced in its entirety but the repair schedule which was to be submitted was intended to avoid a complete overhaul in a single year

4) The only possible additional problem in Spring could be erosion under rocks and boulders causing need for additional support of various parts of track

5) Usually very little damage caused by winter weather

6) The PUC has no problem with us laying parts of the track and track bed on the ground.

7) Only way to get PUC off our backs would be to get a bill passed through Legislature exempting railway from regulation

8) The PUC does audit the financial records of the Cog from time to time – there main concern is that money not be removed from the railway if repair work is needed and the funds are being used elsewhere (Is this any of there[sp] business – if they don't think necessary repairs are being done they just shut us down?)

9) They don't mind if we put up a half way house.

**Wayne Presby Report to Board**
**RE: Phone Call with Bob Wood - Teague Accountant**
**February 22, 1983**

Robert Wood has informed me today that he has completed the financial information on the Cog Railway. The information has yet to be typed up, but he plans to have it out in the mail by Wednesday and we should have it by Friday the 25th.

Mr. Wood informed me that he will not be signing the return this year because Ellen has instructed him to do certain things which he feels may result in some potential IRS problems; these problems are outlined below;

1) Ellen has chosen to treat the loans to her and her son, which now total approximately $124,600, as non-interest bearing loans;

2) Ellen has instructed Mr. Wood that she wants an additional $30,000 in fees to be paid her for the operation this year by way of reducing the total of the above loans to $94,600'

3) Alexander Hamilton who has been paid $6,000 per year for the past two years is to receive an additional $24,000 for his services for the past two years. This amount has already been paid to him.

4) That although the railroad had a $20,000 net income before taxes with these adjustments the railroad will show a loss of $30-$35,000.

5) That Robert Wood suggested (perhaps on the recommendation of Jack Middleton, with whom he had spoken just prior to calling me) that a side agreement be made explaining the way in which the books had been closed out and pinning liability for any adverse tax effects on Ellen (who is he working for?). Such an agreement would also avoid any potential conflict with the PUC which has evidently in the past taken some actions against Ellen for her apparent manipulation of the accounting records for her own benefit.

6) Mr. Wood wondered if showing the loss for this year would have an adverse effect on our finance negotiations. If so, he would advise Ellen to proceed otherwise or manipulate the books differently to obtain the same result. I told him to send the financials with an explanatory note o that we could justify the financial statements for the year with the bank.

7) I also told him that these changes made by Ellen would no doubt warrant change in the purchase price structure of this deal. He felt such a change would also be necessary.

**Jack Middleton Letter to John Rolli**
**RE: Mt. Washington Railway Company - Sale**
**February 25, 1983**

Dear John:
Thank you very much for your letters of February 15 and February 16.

First, with respect to the Consulting Agreement, this was structured as part of your purchase price. You told Ellen that you were willing to meet her asking price of $1,200,000.00 by, among other things, providing for a ten-year Consulting Agreement at $30,000.00 per year. The way that I have that set up, it is a part of the purchase price which actually may end up being treated as an expense by your group and will result in ordinary income by our group. I don't think Ellen has any problems as far as providing services to your group if she is physically able to do so but the agreement, if it's part of the purchase price, must continue despite Ellen's disability or death.

Second, with respect to the Purchase and Sale Agreement we are also a substantial distance apart in our views of the trans action. At the outset let me say that I do not share your views with respect to Bob Wood's performance and I think your comments add nothing to our negotiations. Bob completed the financials for the current year on February 21. In view of the fact that the corporation is on a year-end basis, that seems to me to be reasonable service. Frankly, I think that if you and your group had addressed these issues of the Purchase and Sale Agreement more realistically and rapidly we should be in a position right now to sign a document. Our biggest problem is that with respect to the Purchase and Sale Agreement, as well as the Consulting Agreement, you have not been realistic in your approach to the acquisition from the point of view of the seller's taxes. I would comment on your paragraphs as follows:

1. I think you have missed the point of my comments. This is a sale of stock and not assets and it seems to me that there should be two separate documents to the extent that you require representations from the company which would not normally be forthcoming in the sale of stock.

2. Your insistence that the stock which is to be issued as a part of the purchase price be issued by your new corporation totally ignores the enormous tax burden that this creates for the sellers. This will mean that the sellers will have to pay a tax now on stock valued at $300,000.00 when in fact that stock may never be worth anything. Restated in another way, the sellers will have to take $60,000.00 out of this cash which is already subject to tax to pay the tax on the stock. The taxes payable by the sellers at the closing will consume approximately $180,000.00 of the $600,000.00 in cash and the sellers will end up with stock which may or may not have any value. As I stated above that simply is not a realistic way to approach this transaction. It is one thing to ask the sellers to retain their stock interest. It is a totally different thing, and an unrealistic idea, for the sellers to be asked to pay a tax on the full value of that stock.

3. Paragraph 8, 9, and 10. It seems to me that we can supply you with certified copies from the Secretary of State, statements from our clients that there are no options, etc., outstanding with respect to the stock, and an opinion from the accountant relative to the books. Our clients simply are not competent to render opinions relative to accounting matters.

4. Paragraph 12. We will supply you with all of the contracts, and represent that they are all of the contracts, and let your group make a decision whether or not they are significant, important, adverse, etc.

5. Paragraph 13. Again, you can satisfy yourself by reviewing the records in the Registry of Deeds and the Office of the Secretary of State. We will make the books of the company entirely available to you for your complete review. We will represent to you that the books are accurate. Any evaluation, however, should be up to your group.

6. Paragraph 16. We will acceed to your request in this regard.

7. Paragraph 17. Your group is buying stock and not assets. The accountant works for the company and not for the stockholders. The representations should be made by the accountant.

8. Paragraph 18. We are of course willing to explore this route but our concern is that it appears to us that the tax burden on the sellers may be even worse than I indicated above, that recapture plus state tax could well bring the taxes payable at the time of closing to $300,000.00 which is obviously out of the question.

9. Paragraph 19. We probably can work this out. We are certainly not going to go to the PUC until this agreement is farther along.

10. Paragraph 26. I suggest that you extract the statements which are material and put them into the Purchase and Sale Agreement. My point is that I want it to be crystal clear to everyone what representation you view as material and that you relied upon.

11. Paragraph 28. The same, and as with respect to Paragraph 26.

12. Paragraph 30. These statements are still redundant and are unnecessary.

I do not know the answers relative to your questions relative to the post office or to one acre of land owned by Ellen. I will inquire of these matters and get back to you in the near future.

Sincerely yours, *Jack Middleton*



**Wayne Presby Letter to Jack Middleton**
**RE: Cog Railway**
**February 28, 1983**

Dear Jack:

Thank you for your letter of February 25. I am sorry for the prolonged delay in answering your last two letters but with the necessity of having to prepare a public offering our time was much consumed with the details of that particular portion of this project.

I know that your group is probably just as anxious as we are about moving this thing along and that time is becoming very short. I was just notified last week of Bob Wood's completion of the accounting work for the company and I can truthfully say that I no longer have any serious misgivings about his ability and do feel that he has performed with the requisite quickness

We do no have our complete financial structure together and can now concentrate our efforts on the hammering out of the terms of the P&S agreement.

In response to your comments regarding the Consulting Agreement I would like to elaborate on the conversation with Ellen regarding that Agreement. It was not and I don't believe Ellen ever intended that the consulting agreement was to be part of the purchase price. Our offer to Ellen to remain an employee of the new company on a limited basis was spurred from our great respect for her knowledge of the business and the identity

which has developed between herself and the Railway. The Railway would not be the same without Ellen and Ellen would not be the same without some input into the Railway. She is a very strong and impressive woman who has much to offer us in the way of promotional work and advice regarding the operation.

Our discussion with Ellen regarding the payment to be received pursuant to this agreement did not contain any reference regarding continued payments to her upon her death but as I believe we indicated in a previous letter such payments would continue as long as she was alive and able to communicate with us by phone or by letter regarding any particular matters which we would like to discuss. We are not expecting or relying on the discontinuance of these payments at any time in the future as a result of her disability or death and would hope that she will be able to continue to render services to us for the duration of the agreement. We are aware that these payments would be currently deductible by our the company and treated as ordinary income by Ellen. The problem with continuing such payments after death would be that all the previous payments made pursuant to that agreement would be subject to the review of the IRS and that the previous payments could be rendered un-deductible due to a reexamination of the actual intent of the agreement which as I continue to hold are not part of the purchase price but in fact a separate and distinct employment contract.

Do not think for a minute that we are not aware of the tax ramifications of this sale to Mrs. Teague and the other shareholders. We are acutely aware of their problem as well as our own. If Marshfield is recapitalized as you suggest although no tax will be due on the stock Ellen receives we will not be able to revalue the assets of the corporations. This will cost us in the neighborhood of 80 to 90 thousand dollars a year in depreciation for an 8 to 10 year period, a net loss to us of perhaps 500,000 in depreciation or more. In comparison 60,000 seems like such a minor amount.

If we recapitalize no revaluation can take place so the 200,000+ dollars of depreciation recapture will not exist and the question of a 338 sale becomes m -:-

1 feel that the main problems with the agreement revolve around the issues addressed above namely 1) continued payments to Ellen after her death under the consulting agreement, 2) Whether to recapitalize or not, 3) the lost tax benefits resulting from the recapitalization, and

4) the problem of recapture if the assets are revalued and

The company is not recapitalized. I think that a meeting between our group, yourself and Bob Wood can expedite this matter and resolve these problems without much ado. Such a meeting should be held within the next two weeks.

Very truly yours, *Wayne W. Presby, II*

**Jack Middleton Letter to John Rolli**
**RE: Mt. Washington Railway Company - Sale**
**March 2, 1983**

Dear John:

Further to your recent letter relative to the post office position and the acre of land which Ellen acquired from the B & M, Ellen is certainly agreeable to conveying the acre of land as a part of this overall purchase and sale. Similarly, Ellen is willing to cooperate and assist with respect to the post office matter. Ellen is the Clerk, it is an individual, as opposed to a company, contract and will require probably that we accomplish the transfer of these responsibilities to someone in your group. Transfer of the land and responsibilities with respect to the post office will, of course, depend upon our reaching an agreement on all of these matters, and especially including Ellen's Consulting Agreement.

Sincerely yours, *Jack Middleton*

**Joel Bedor Letter to Robert Wood - Cog CPA**
**RE: 1982 Operating Results Investigation**
**March 7, 1983**

Dear Bob:

Thank you for the time you spent with Cathy and me yesterday. It was a pleasure for us to meet you, Nancy, and your family and to talk about the Cog.

I am enclosing a copy of a letter to Bill Bromage of the Indian Head Bank North which indicates my findings in reviewing the 1982 Cog records. I trust you will find no inaccuracies in the letter.

I am looking forward to another meeting with you at which time we can hope fully finalize. the agreement among the parties.

Very truly, *Joel Bedor*

**Joel Bedor Letter to Willard Bromage**
**Indian Head Bank North**
**RE: 1982 Operating Results Investigation**
**March 7, 1983**

Dear Bill:

Because of the Cog's negative operating results for 1982, as indicated on Bob Wood's latest statement, I made a trip to Connecticut this weekend to review the books. My review revealed that when certain items are added back to the reported net income, 1982 generated sufficient operating profit to meet the debt service requirements on the loans we have requested from your bank. A summary of my findings isas follows:

| | | |
|---|---|---|
| Reported net income (1oss) | | $(30,000) |
| Add: Depreciation | | 24,000 |
| Interest paid | | 33,000 |
| Owner's/related parties• salaries and fees | | 90,000 |
| Mrs. Teague's "perks", such as vehicle, entertainment1 etc. | | 10,000 |
| Legal expenses | | 5,000 |
| Accounting expenses | | 7,000 |
| Reported loss on restaurant operation (to be eliminated) | | |
| Sales | $48,000 | |
| Labor | (27,000) | |
| Food | (35,000) | |
| Supplies | (8.000) | 22,000 |
| Proforma adjusted cash flow from operations under new management, at current revenue levels | | $161,000 |

I think you will agree that the adjusted 1982 operating results clearly reflect the ability of the operation to meet the proposed debt service requirements.

Yours very truly, *Joel J. Bedor,* CPA

**John Rolli Letter to Willard Bromage**
**Indian Head Bank North**
**RE: Cog Railway Loan**
**March 7, 1983**

Dear Bill:

I am writing to furnish you with two additional items of information concerning our pending Loan Application to purchase the Mt. Washington Railway.

The first of these relates to Traffic Flow. As you know, we projected gate receipt of approximately $200,000 as part of a general admissions charge. I spoke Friday morning with Robert Lee of the Planning and Economic Division Dept. of Public Works and Highways in Concord. He indicated that the Highway Dept. had done a traffic count on the base station road during July of 1982 and the following is a list of the traffic flow:

| | | | |
|---|---|---|---|
| July 20th | Tues. | 710 | cars |
| July 21st | Wed. | 1571 | cars |
| July 22nd | Thurs. | 854 | cars |
| July 23rd | Fri. | 995 | cars |
| July 24th | Sat. | 1496 | cars |
| July 25th | Sun. | 1164 | cars |
| July 26th | Mon. | 901 | cars |
| Total | | 17,691 | |

It we anticipate that each tourist car on the average contained three passengers, then we can see that during the measured period the average number of people per day was 3296. If we can further assume that these figures are accurate for the peak tourist season of July and Aug., then for this 62 day period we have slightly over 2000,000 people coming along the road. This estimate, of course, has to be tempered by the fact that some of the cars upon seeing a gate charge would turn around and go back. On the other hand, this does not take into account the increased traffic on holidays such as Labor Day Weekend and Fourth of July weekend, nor does it take into account traffic flow during the months of June, Sept., and Oct. I will wager that these two holidays plus these additional three months would bring in another 75,000 people. One other fact to consider is that tourist business this past summer was approximately 15% less than the two years preceding, due no doubt to the general state of the economy. I would hope that we could cautiously estimate that for the same 60 day period there would be a 10% increase this year over last, or another 20,000 people.

I spoke with Ed Clark about the need to have some independent value on the assets, particularly the steam locomotives. Ed indicated that it would be very difficult to find someone who would qualify as an appraiser of these assets. However, by way of comparative figures, Ed indicated that this past summer he and hi onss went to an auction in Danbury, Conn. Where an American Standard 4-4-0 Locomotive built in the late 1800's was being put up for auction. Ed and his son estimated that this locomotive would go for between Twenty-five and Fifty Thousand, and in fact they hoped to buy it for around Thirty-five Thousand Dollars. When the dust had settled, the high bid was close to Seventy-five Thousand dollars. Based upon this, Ed would estimate that Old Peppersass would sell at auction for approximately One Hundred Thousand Dollars. He also estimates that the remaining locomotives except No. 6 *(Ed note: Rolli had the wrong number - No. 10 Col Teague debuted in 1973* ) which was built only ten years ago bring in Twenty-five to Thirty-five Thousand Dollars at an auction. To recapitulate then, we would have six locomotives which could bring in Fifty Thousand Dollars or a total of $3000,000, *Old Peppersass* which would bring in $100,000 and No. 6 which would bring in $25,000 and the new one currently being built *(Ed. note: Second No. 8)* which would bring in approximately $35,000. This would indicate that the total value of locomotives alone would be $460,000. There are eight passenger coaches of which six are antiques which Ed estimates would bring in Ten Thousand a piece and two newer one which would probably bring in not more than Five Thousand together for a total of $65,000. This brings the total value of rolling stock up to over $500,000.

I realize you will have a separate appraisal done of the remaining assets, but to review them there are various tools and lathes, generators, etc., two trucks, several tractors, castings and parts which perhaps in the aggre-

gate could bring in $25,000. There is an ongoing contract to pump water to the summit of Mt. Washington which brings in $15,000 per year at virtually no costs to the company. Whether the railway was running or not, the summit building owned by the State still requires this water and I would conservatively estimate the value of this contract at one year's gross, namely $15,000. Frankly, the demand for this water will be there as long as the state maintains its summit building as its only alternative is to carry water to the summit in tank trucks up the auto road. Since the state uses over 6000,000 gal. per year at the summit, this is financially not feasible.

If we add to the liquidation values mentioned above an amount for the value of the buildings at the base, the Teague Chalet, the 36 acre at the base, the 30 acres on the hillside and the 80 x 200 foot parcel on the summit, I believe we have a liquidation value equal to the loan amount. This does not take into account the fact that we will immediately be pouring loan proceeds as well as other capital into immediate improvements in the form of hard assets, such as parking lots, new buildings, etc.

In short, I believe there is enough to cover you in case as your friend from down South put it we "walk away" and leave the business to crash. This won't happen, however, and you have my word on it. More importantly, however, you can have a security agreement covering all of the above rolling stock with appropriate UCCs on file.

Hope this has helped.
Very truly yours, *John M. A. Rolli*

**Osmose Sales Manager Letter to John Rolli**
**RE: Jacob's Ladder Inspection / Treatment**
**March 31, 1983**

Dear John:
I enjoyed meeting and talking with you by telephone today. I certainly wish you the very best of success in your new venture!

We charge $275.00 per day for one of our Bridge Inspectors. For safety and production reasons, it would seem prudent to assign two Inspectors to gather information on your Jacob's Ladder Bridge. This would convert to an inspection cost of $550.00 a day plus whatever travel expenses would be involved. If you can obtain a photograph of the structure, or even a print, we can determine the number of days required to make the inspection.

Among other things, we can determine:

1) The extent of decay in the structure and whether or not in-place preservative treatment is needed.

2) What types of preservatives are required during the in-place treating process in order to control the decay for the maximum amount of time.

3) Estimated repairs to the structure; i.e., what members and what quantities could be expected to be classed as "reject", if the structure were subjected to a comprehensive inspection.

4) The exact cost for a comprehensive inspection combined with in place preservative treatment, as well as estimated repair costs involved in replacement of "reject" members.

You may want to consider making a preliminary inspection of the three major trestles on the property and a cursory inspection of the railway support system itself. Perhaps the overall content of our inspection could be better identified after we have provided you with a time estimate for the bridges.

I will look forward to receiving some information from you so that we can zero in on an inspection fee for you. Thank you for your interest.
Very truly yours, *Kenneth J. Norton* - Manager of Sales / Osmose Railroad Division

**Offering Memorandum**
**THE COG RAILWAY, INC.**
**(A NEW HAMPSHIRE CORPORATION)**
**Littleton, New Hampshire**
**March 31, 1983**

THIS LIMITED OFFERING HAS BEEN EXEMPTED UNDER ROLE 201.504 OF REGULATION D PURSUANT TO SECTION 5 OF THE SECURITIES ACT OF 1933. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR THE SECURITIES DIVISION OF THE NEW HAMPSHIRE DEPARTMENT OF INSURANCE HAS MADE A DETERMINATION AS TO THE MERITS OF THESE SECURITIES OR THE ACCURACY OR INADEQUACY OF THIS PROSPECTUS. THIS OFFERING HAS BEEN REGISTERED WITH THE SECURITIES DIVISION OF THE NEW HAMPSHIRE DEPARTMENT OF INSURANCE. NO INFORMATION NOT CONTAINED IN THIS PROSPECTUS IS AUTHORIZED FOR USE IN THE SALE OF THESE SECURITIES. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER IN ANY JURISDICTION WHERE THE OFFER WOULD BE ILLEGAL. NO REPRODUCTION OR REDISTRIBUTION OF THIS PROSPECTUS SHALL BE MADE WITHOUT THE CONSENT OF THE COG RAILWAY, INC., OR ITS AUTHORIZED REPRESENTATIVE. ANY RECIPIENT OF THIS PROSPECTUS AGREES TO RETURN IT TO THE COG RAILWAY, INC., OR ITS AUTHORIZED REPRESENTATIVE IF THE RECIPIENT DOES NOT INTEND TO PURCHASE ANY OF THE SECURITIES DISCUSSED HEREIN.

OFFEREE _____

THE COG RAILWAY, INC., BY WAYNE W. PRESBY _____

***NO OFFER IS MADE BY THIS MEMORANDUM UNLESS THE NAME OF A QUALIFIED OFFEREE AND THE NAME OF AN AUTHORIZED REPRESENTATIVE OF THE ISSUER HAVE BEEN INSERTED IN THE APPROPRIATE SPACES.

OFFERING MEMORANDUM
THE COG RAILWAY, INC. (THE INVESTMENT COMPANY)
ORGANIZED TO PURCHASE THE COMMON STOCK OF MARSHFIELD, INC.
WHICH ALONG WITH ITS WHOLLY-OWNED SUBSIDIARY, MOUNT WASHINGTON RAILWAY COMPANY, OWNS THE REALTY, TRACK, ROLLING STOCK AND OTHER FACILITIES OF THE MOUNT WASHINGTON COG RAILWAY

PREFERRED STOCK
200 SHARES AT $1000 PER SHARE

***GENERAL HIGHLIGHTS***

The Cog Railway, Inc., is a New Hampshire Corporation. John M.A. Rolli is the President, Loxley D. Ness is the Vice-President, Joel J. Bedor is the Treasurer, and Wayne W. Presby is the Secretary/Agent. These four are also the incorporators of The Cog Railway, Inc., which was organized for the purpose of acquiring stock in Marshfield, Inc., and its subsidiary Mount Washington Railway Company. These two affiliated corporations own and operate the tourist attraction known as the Mount Washington Cog Railway.

The acquisition, renovation and expansion of these facilities is being financed almost entirely by Indian Head Bank North, which has made a firm commitment to finance the acquisition and improvements at an interest rate of 1½ % over prime with a maturity date of 15 years. If necessary additional financing maybe available from the Northern Community Investment Corporation. The Principals' aggregate net worth is substantial and they are personal sureties of the notes to Indian Head Bank North.

The improvement and expansion of the facilities is to be undertaken by the regular employees and outside contractors under the supervision of Mr. Ness and Mr. Rolli. The improvements and expansion shall be undertaken in late April of 1983 and are scheduled to be substantially completed by June of 1983.

Management of the facility and work will be a concerted effort of the principals.

No commission is to be paid to anyone in connection with the sale of this stock.

PRICE TO INVESTORS
PER SHARE.....$1000.00

TOTAL.....$200,000.00
MINIMUM PURCHASE IS ONE SHARE

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***THE ACQUISITION***

The Cog Railway, Inc., is to acquire the common stock of Marshfield, Inc., which has a wholly owned subsidiary, Mount Washington Railway Company. As an affiliated group they own and operate the rolling stock, track, track bed, land, buildings and related facilities of the world famous Mount Washington Cog Railway. The Mount Washington Cog Railway is the oldest mountain climbing cog railway in the world, and has operated steam trains continuously since July of 1869, with the exception of the periods of World War I and World War II. This railroad is located on the Western slope of Mount Washington, beginning at the Base Station at a mean sea level altitude of approximately 2600 feet, running along a ridge between Burts Ravine and Ammonoosuc Ravine to the summit of the mountain at an altitude of 6288 feet. The main line railroad track beginning at the Base Station rises in altitude approximately 3600 feet to the summit, or at an average of 1200 feet to the mile. This is the only railroad in the world whose main line is built entirely on wooden trestle work containing approximately 700,000 running feet of timber, and about 60 tons of steel. The gauge is very near standard at four feet eight inches, employing an open central rack rail. The track itself is supported on longitudinal stringers, placed upon stanchions or wooden bents spaced 12 feet apart. These are numbered from 1 to 1200; number 1 being at the base station and number 1200 at the summit. The average grade of this railway is 25%, however, many portions of the track exceed 30%. The steepest grade is attained at a point known as Jacob's Ladder, a high trestle, at an elevation of 4600 feet which has a grade of 37.41%. There are 3 turn-out switches into dead-end sidings to facilitate passing trains; one located at the Base Station; the second at Waumbek Tank; and the third at the Skyline. These track switches are the most complicated in the world, requiring nine separate hand movements. From the Base Station the track leads down over a gentle slope about a quarter of a mile to the Engine House and Shop area. Along its length is a coal bunker, ash pit and locomotive service area.

The real estate of the Mount Washington Railway Company is as follows:

The land extends 49 feet on either side of the railway track, up the side of the mountain as far as the Lizzie Borne Monument; a few hundred feet from the summit. This comprises a total of 30 acres. There is also a small section of land, 80 feet by 200 feet on the summit which the Railway owns. In addition, the land at the

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Base Station complex is a total of 36 acres. Most of this land is cleared except for a small forested area. The total area which includes the land along side the main line track and the Base Station is suitable for an expanded business enterprise and commands a magnificent view of the mountains to the West. All of the land is surrounded by the White Mountain National Forest. The Railway property is not located within the boundary of a town or municipal corporation, it is largely within an unincorporated place called Sargents Purchase.

The following is a description of the buildings located on the Mount Washington Railway Company's property. It should be noted, that building dimensions are approximate and should not be considered accurate. The Marshfield Station, located at the beginning of the main line, is a two-story log structure with a gable roof extending to the first story. This building measures approximately 70 feet by 105 feet. It contains a fully equipped kitchen with large oven, a stove, two grills, two hot water heaters and a walk-in refrigerator. There is also a gift shop and a cafeteria capable of seating 50 persons. There is a large central lobby extending to the roof, containing a lunch counter and two large fieldstone fireplaces within one chimney. A short distance from the Marshfield Station is the Ticket Office. This is a small log structure measuring about 10 feet by 14 feet. Near the Ticket Office is a Lavatory, a one-story wooden structure for use by the Railway patrons, which measures 15 feet by 15 feet and is the newest building on the property.

There are two buildings referred to as the BoardingHouse, the first is a one-story log structure containing four bedrooms, two bathrooms, a central living area with a stone fireplace. The second is a three-story wooden structure, very solidly built, resting on a granite block foundation. It contains 22 rooms, caretakers quarters with a kitchen, a recreation room and a storage area.

There are sixteen over-night cabins, all wood structures, some are made of logs. These vary in size and as to the number of rooms. Cabin Five contains two separate bedrooms. Cabins Thirteen and Fourteen are duplex structures and each contains two bedrooms. All over-night cabins have bathrooms with showers. Cabin Sixteen is the largest, a log structure with two bedrooms and a living room. It is the only cabin which contains a kitchen. Centrally located within the parking area is the Cabin Office, which is a one-story, cement block structure, containing two bedrooms, two bathrooms, and an office area. It is built on the side of an incline and beneath the first floor is a laundry room equipped with washing machines and dryers.

Some distance away from the buildings just described are additional structures. There are nine employees' cabins varying in size and containing from one to four rooms each. Nearby is the Girls Dormitory, a two-story building with clapboard siding. It contains four rooms, one bathroom, and a sitting room. The dimensions of this building are 20 feet by 30 feet. Near this building is the Teague Chalet, which is a very nice two-story house with six large bedrooms, three bathrooms, a dining room and a large living room with a wood beam ceiling. The living room has a large fieldstone fireplace, and the kitchen is fully-equipped with all appliances.

Some distance away are the Engine House, Shop and Car Shed. The Engine House is approximately 100 feet long and contains eight stalls with large doors for the storage of steam locomotives. The main portion of this building is about 40 feet deep. A machine shop is attached to one end of this building in the form of an ell, and extends the 40 foot dimension to about 90 feet on one side. This area of the building contains many pieces of machinery. There are two lathes, one of which is approximately a 10 foot bed, used or known as an "axle lathe", the second has a somewhat smaller dimension. There is a large rotary table drill press, a planer, a milling machine, and two small drill presses. All of the machines are operated from an overhead belt line shaft, propelled by a water wheel. This water wheel also propels a water pump which pumps fresh water to the summit of Mount Washington at a pressure of 1800 pounds per square inch. This water wheel also drives a DC generator providing DC electric power for much of the Base Station complex. This incorporates a servo mechanism to control the water turbine thereby controlling generator output. It also has an electrical voltage control. There is an office area in this building along with a small parts room. There is a considerable quantity of tooling and appliances applicable to the machinery mentioned in this shop. There is also a quantity of power tools, such as drills, sanders, air hammers, air drills, and an air-operated winch. There is a gasoline powered 6-cylinder, 300 amp arc welder, plus a 2-cylinder, 225 amp smaller arc welder usually used on the work train. Also there is a hot water cleaner unit. There are also many smaller tools such as a bench grinder, hand drills, and hand tools.

The Car Shed, located directly opposite the Engine House, contains eight stalls for the storage of the railway coaches. The equipment in this building includes; a table saw, two belt sanders, one finish sander, router, skill saw, a hand-operated drill press, as well as spare material for the passenger cars such as paint, window glass, etc. This building is about the same length as the Engine House storage area, about 100 feet long and 40 feet wide.

Behind the Engine House and Shop area is the Storage Barn, a wooden structure approximately 30 feet by 60 feet. It contains a small Oliver gasoline powered bulldozer with plow blade, a hydraulic press of 300 tons capacity, an automatic threading machine for boiler stay bolts, and a vertical engines lathe (this particular item is not now in use). Behind the Storage Barn is the Pattern House, a one story wooden structure, measuring 8 feet by 16 feet, which contains all of the patterns for the casting of the locomotive and car parts.

Behind the Pattern House is the Pump House, a corrugated metal building measuring 24 feet by 21 feet and containing two stationary steam engines, each fed by a single boiler. This building and its equipment have not been in use for a number of years. At one time, it was used to pump water from the Base Station to the summit of Mount Washington.

There is also a wooden building measuring 24 feet by 25 feet, which is used to store material not generally in use.

Nearby is another small storage building measuring 15 feet by 20 feet with a cement floor and large doors, containing a pneumatic press and various kinds of small equipment.

At the opposite end of the property up behind the Marshfield Station, are two small wooden buildings. One is the Motor Generator House which rests on wooden blocks and contains a motor generator unit not now in use. The other wooden building nearby is a small 12 foot by 12 foot structure and contains a 55 KVA, 4-cylinder caterpillar diesel generating unit which supplies AC current. Also under construction is a Pelton water wheel driving a DC generator. This energy supply, in addition to the DC generator and water wheel at the Engine House, is used to supply DC electric current for the Base Station complex.

There are a few other small wooden buildings scattered about the property, such as storage sheds and tool sheds, etc. However, the description of the contents of all of the buildings is not intended to be complete, only the major items have been mentioned.

The Railway also owns three wooden water tanks. One is located at Waumbek, the second at the Great Gulf area, and the third on the summit. There is a small coal bunker located in the Great Gulf area, which is not now in use. This completes a rather brief description of the real estate, inclusive of the buildings of the Mount Washington Railway Company.

The motive power of the Mount Washington Railway consists of seven 4-cylinder cog-wheel steam locomotives, which have names as well as numbers. Number 1 *Mount Washington*; Number 2 *Ammonoosuc*; Number 3 *Base Station*; Number 4 *Summit*; Number 6 *Great Gulf*; Number 9 *Waumbek*; Number 10 *The Colonel Teague*. Although these locomotives vary slightly in weight, each is about 18 tons. All but Number 10 *The Colonel Teague*, were built by the Manchester Locomotive Works. Number 10 was built at the Mount Washington Railway Shop in 1972, and is the newest steam locomotive in the United States. Locomotive Number 6 *Great Gulf*, is not now in service due to a defective boiler. Another new locomotive, Number 8 *Tip Top*, which has been under construction since 1978 will be completed and placed in service during the 1983 season. *The Speeder* is a small, 4-wheel track vehicle, powered by a 25 horse-power gasoline snowmobile engine used for track maintenance and water pipe maintenance. Additionally, there are two track maintenance flat cars.

There are eight passenger coaches, six wooden coaches of varying age, and two new coaches made of aluminum. Each of the six wooden passenger coaches have a seating capacity of 48, and each of the two aluminum coaches have a seating capacity of 54. These two aluminum coaches are not numbered but are named *Chumley* and *Thelma*. The six wooden passenger cars are numbered One, Two, Four, Five, Six, and Seven. The number 1 coach was built in 1870 and much of the original car remains, it's believed to be the oldest in-service railway passenger car in the United States. All are serviceable except number Six, now being completely rebuilt, and expected to be available for service in July.

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At the present time, there is a considerable quantity of good quality replacement track timbers, which will gradually be depleted as repairs progress. There are also several items that may be classified as interesting assets. The largest and most prominent is the original locomotive built by Sylvester Marsh in 1866, the oldest and the slowest mountain cog railway locomotive in the world, known originally as *Hero* and now known as *Old Peppersass*. This engine has a long and glorious history and is deeply embedded in the history and the lore of Mount Washington, and now rests on static display at the Base Station. Additionally, there are several artifacts or items of interest in the form of old parts of locomotives, tools, and equipment from the old days such as, head lights and old smoke stacks from the vertical boiler engines which are at present in storage.

The Railway also owns various motor vehicles. There is a 1977 Chevrolet pickup truck, one small International Harvester bucket loader, a small Ford tractor, a small International tractor used to move the transfer table that runs back and forth between the engine house and the Car Shop, facilitating the movement of trains and cars onto the main line, and a Lindsay portable air compressor.

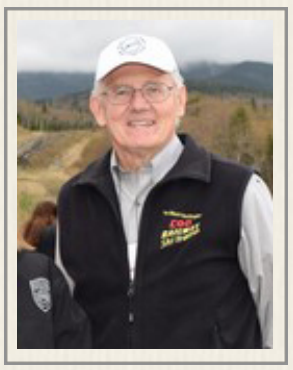
There is a large Cog Railway sign with a directional arrow, located at Fabyan, at the junction of the Base Road and Route 302. The sign is electrically lighted at night, and the small parcel of land extending 12 feet around the sign is owned by the Mount Washington Railway Company. Near this sign at the Fabyan Station, are two conveyors used in unloading gondola carloads of coal brought in by the Maine Central Railroad.

The Mount Washington Railway represents a most unique enterprise and is certainly one of the greatest tourist attractions in New Hampshire. When this railway was completed in 1869, it was recognized throughout the world as one of the greatest engineering feats of all times. Today it is recognizable as perhaps the greatest engineering feat of the nineteenth century, and was accomplished only 100 short years prior to Man's first landing upon the Moon. It has provided its patrons with more than a century of magnificent experience. It remains a living museum and represents human endeavor seldom paralleled in the history of this nation. On June 26, 1976, the Mount Washington Railway was designated a Historical Landmark by the American Society of Civil Engineers and Mechanical Engineers in the first such joint designation.



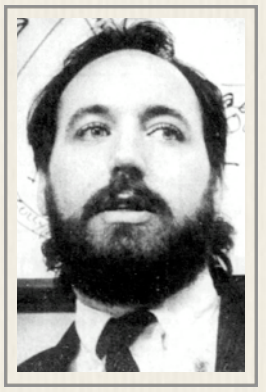
***THE COG RAILWAY, INC.***

The Cog Railway, Inc., is a corporation organized, registered, and created in accordance with New Hampshire law. The corporation was organized specifically to purchase and hold the common stock of Marshfield, Inc., and to operate the assets of the acquired company. The corporation was organized with 3 classes of stock; 100 shares of class A common stock which elects 5 directors, 300 shares of $1000 par value class B common stock which shall elect 1 director, and 300 shares of $1000 par value preferred stock which has no voting rights. The 100 shares of class A common stock are held in equal amounts among the four principals; Mr. Rolli, Mr. Bedor, Mr. Ness, and Mr. Presby. When the acquisition is completed, the present owners of Marshfield stock will own 200 class B common shares and 100 preferred shares of The Cog Railway, Inc. The remaining 200 preferred shares are being offered to the public. The other 100 shares of class B common have been authorized in the corporate articles but are not currently being offered.





No shareholder shall have any pre-emptive rights to acquire unissued or treasury shares or securities convertible into such shares, or carrying a right to subscribe to or acquire shares (SEE APPENDIX FOR COPIES OF CORPORATE ARTICLES AND BYLAWS).



***THE PRINCIPALS***

The principals and incorporators of The Cog Railway, Inc. are John M. A. Rolli, Joel J. Bedor, Loxley D. Ness, and Wayne W. Presby.

John M.A. Rolli *(left)* is 40 years of age and has been engaged in the development, management and operation of railroads for the past seven years. He is currently serving as the vice-president and corporate counsel for the North Stratford Railroad Corporation. In addition to Mr. Rolli's involvement in the affairs of the North Stratford Railroad Corporation, he is the senior part-

ner in the law firm of Rolli and Presby, co-owner of the Notchway Motel, and holds various interests in several small hydro-electric plants throughout the State of New Hampshire.

Joel J. Bedor *(right in 2015)* is 36 years of age and is the owner of a CPA firm which employs seven staff accountants and tax preparers. Mr. Bedor is a director of the Peoples Bank of Littleton, N.H., The Connecticut River Bank Corp., and the Northern Community Investment Corporation. He is also a Professor of Accounting at Lyndon State College.

Loxley D. Ness *(left)* is 40 years of age and is the owner of a construction company and a used heavy equipment dealership. He is an experienced mechanic, builder and equipment operator. Mr. Ness and Mr. Rolli have been involved together in land purchase projects.

Wayne W. Presby *(right)* is 26 years of age and is the junior partner in the law firm of Rolli and Presby. He is an officer and corporate counsel for Presbrey, Inc., a small manufacturing company. Mr. Presby also has experience in the construction and building trades, is a heavy equipment operator, is licensed to use and handle explosives and demolition materials. Mr. Presby specializes in tax and corporate law work.

No event of bankruptcy, receivership, assignment for the benefit of creditors or similar proceeding has occurred with respect to the principals or any of their affiliates.

The principals' combined net worth as of December 31, 1982, was in excess of one million dollars.

***THE MANAGEMENT***

The management of the facilities shall be undertaken by the principals according to their respective abilities. Mr. Rolli and Mr. Ness will be at the facilities on a regular basis throughout the operating season and will be in charge of daily operations. Mr. Bedor will furnish management with weekly financial statements. The previous owner has executed an agreement with The Cog Railway, Inc., to perform consulting work for a period of 10 years. The services of a manager who is experienced in tourist and recreation facility management have also been retained.

***PROJECT FINANCING***

Financing of the acquisition, renovation and expansion of the facilities has been undertaken by Indian Head Bank North.

To process the application for a mortgage loan commitment, Indian Head Bank North required the principals to submit a business plan, estimates of renovation, expansion and acquisition costs, expected annual operating expenses, proforma income statements and balance sheets. The bank subjects these estimates to a review procedure to determine the viability of the project. Based upon the analysis of this information the bank issues its commitment.

The Cog Railway, Inc., will enter into a mortgage loan with the Indian Head Bank North in the amount of $767,000 to finance the acquisition, renovation and expansion of the present facilities. The interest rate will float at 1½ % over the First National Bank of Boston's prime. The term of the loan will be 15 years with payments of principal and interest to be made three times yearly in the months of August, September and October. In addition to the long term financing being offered, Indian Head Bank North will establish a line of credit in the amount of $100,000 to provide the Railway with start-up capital for the opening of each season. Any amounts borrowed pursuant to the line of credit will bear an interest rate of 2% over the First National Bank of Boston's prime and will be repaid in full with accumulated interest during the month of July (SEE MONTHLY CASH FLOW PROJECTIONS IN FINANCIAL SECTION).

In addition the principals are presently negotiating with the Northern Community Investment Corporation for additional loan and equity capital. If funds are obtained from this organization, the loan payments would be subordinated to the payments to Indian Head Bank North. Any equity capital obtained from this organization would be repaid at a minimum of 20% interest per year compounded. The sale of preferred shares by The Cog Railway, Inc., would raise sufficient equity to avoid the need for obtaining equity capital from the Northern Community Investment Corporation.

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***PROJECT ACQUISITION AND CONSTRUCTION COST ANALYSIS***

The common stock of Marshfield, Inc., is being acquired for $900,000. A down payment of $600,000 is required at the date of closing. These funds shall be made available by Indian Head Bank North. The remaining $300,000 of the purchase price is being paid with stock in The Cog Railway, Inc. The stock is comprised of two types, a class B common, which elects one director of The Cog Railway, Inc., and preferred of the same nature as that which is being offered to the public. No payments, dividend, or redemption of the sellers' class B common stock will be made until the tenth anniversary of the stock sale.

In addition to the down payment and stock paid to seller, The Cog Railway, Inc., will enter into a consulting contract with Ellen Teague. This contract will be for a term of ten years at $30,000 per year.

Estimates for renovation and expansion of the Base Station were submitted by Robert E. Harwood, an experienced civil engineer and contractor. Estimates for track and rolling stock improvement and repair were submitted by John Rolli. This work shall require an additional $467,000; $167,000 of which will be provided by Indian Head Bank North, and the remaining $300,000 will come from stock sales, the Northern Community Investment Corporation, and/or the principals. All loans obtained from the Indian Head Bank North shall be personally guaranteed by the principals. All future renovation or expansion of the facilities shall be financed from business revenues.

***SHORT RANGE GOALS AND IMPROVEMENTS***

After a thorough review and discussion of the acquisition the principals have decided that several improvements of the existing facility take priority over others. The priority improvements are those which shall upgrade the existing facilities, expand or add additional facilities, increase tourist flow, and result in increased cash flow and increased net income.

The primary renovation to be made is of the existing steam engines. The principal portion of all revenues is generated by hauling passengers. Each full passenger car pushed to the top represents $1,000 in income. Engines unavailable for use because of mechanical failure represent a tremendous loss of revenue. For the past five years the Cog Railway has generated between $400,000 and $500,000 in sales from passenger fares. Research has revealed that during this period although fares were increased from $15 to $20, only 2 to 5 engines were capable of operation. It is the management's intention to begin this Spring on the renovation of all engines and complete the one now in the process of being built. The crew of 3 men normally assigned to this winter task will be substantially increased and work weeks lengthened to insure that 6 locomotives will operate during the upcoming season. The steam engines have suffered because current management wished to sell the facility and was reluctant to make capital improvement and re-investment. During the summer months of operation, the major repair crew will work at night and a stand by crew during the day. This will insure that locomotives will not be under repair when they should be in operation. Although the PUC requires one steam engine to be at the base at all times to respond to emergencies, that engine will be replaced by a diesel to allow the existing steam engine to haul passengers.

Another improvement cited as an immediate prospect is the building of a halfway house. This added facility will have several benefits: (1) it will allow more passengers to be hauled at a reduced rate, (2) it will attract more riders on days when high winds and poor visibility deter operation to the summit, and (3) it will add tour bus business for those groups unable to spend the three hours needed for a round trip to the summit.

To bolster revenues, an admission charge of $1.00 will be imposed on all tourists entering the base area. An admission fee was charged by the current management in the past. It met with little success and was dropped. An investigation was conducted and reasons for its unpopularity determined. The base area affords little attraction to tourists. The parking facilities are in disrepair, there are very few seating facilities, and the grounds are unpleasant and ill kept. To improve this situation the parking areas will be bulldozed and new gravel surfaces laid and paved or oiled. The entire area will be cleaned, grass, gardens, and trees planted, seating will be increased, and nature trails cut. An on-site museum will be erected consisting of antique steam locomotives, passenger cars, and other antique equipment attractions. Work areas, particularly that area where the new engines are being built and the trains and cars are stored will be open to the public for viewing. Cabins will be renovated and used to house New Hampshire craftsmen, who will work and display their wares in the presence of visitors. The added attractions and improved character of the base area will justify the admission fee.

Any admission fee will be credited towards the price of the train fare if and when a visitor decides to ride the train.

From surveys conducted of other tourist attractions such as the Flume, Clark's Trained Bears, and Storyland, it is evident that the gift shop and eating facilities at the Railway are in serious need of expansion, renovation and reorganization. The gift shop will be reorganized, expanded and stocked with items proven saleable to tourists. The Base Station of the Railway is the starting point for all hiking trails to the summit of Mount Washington as well. For this reason the gift shop inventory will be expanded to carry several common and necessary hiking accoutrements.

It is the current management's attitude that food is offered merely as an accommodation to visitors, therefore, supplies are limited, variety is limited, and service is slow. The restaurant facility at the base which is capable of seating 50 persons is open only 2-4 hours a day and the rest of the time is off limits to tourist traffic, leaving a service counter, 1 table, and a couple of benches to accommodate customers. The new owners intend to increase supplies and variety, speed up service, expand the restaurant facility and keep it open to tourist traffic throughout the day. More tables and chairs will be provided.

There is currently one restroom facility to service all 300,000 to 500,000 annual visitors to the Cog base area. Added restroom facilities will be built to alleviate current waiting line problems.

Although not done for some time, because of the current management's reluctance to remove snow, an attempt will be made to operate "ski" trains for those avid skiing enthusiasts who ski Mount Washington. These trains will operate throughout the end of April and May each Spring, weather permitting.

A substantial amount of money will be spent replacing old worn ties, rails, and portions of the existing trestles, to increase the safety and quality of the roadbed and track.

To attract more visitors to the Cog, advertising expenditures will be significantly increased, tour companies will be contacted, reduced rates given and local operators will be given commissions for referrals.

Additionally, a soft ice cream and yogurt stand will be set up to provide visitors with cool refreshments.

Credit Card Companies will be contacted and a relationship established so that train fares may be charged rather than paid for in cash.

The principals intend to take no dividends from The Cog Railway, Inc., for the first five years unless all financial commitments of the corporation are current and sustainable. Any excess capital not put into building up parts inventory or capital improvements shall be channeled into a sinking fund to redeem the preferred and class B common stock.

***LONG TERM GOALS AND IMPROVEMENTS***

Over the next three to five years the management intends to slowly supplement the existing fleet of steam locomotives with diesel lookalikes. The creation of diesel cog locomotives will be an improvement in speed, efficiency, and down time over the current locomotives. These improvements will result in increased capacity and a lowering of operation costs. The steamers will be kept in service to continue the half way house run, and to handle demand overflow on the summit run, others will be put on "ready reserve" display for the patrons to observe when not in actual use.

The track and roadbed will be further improved to increase safety. Longer sidings may be built to allow more traffic on the track. Passing tracks can also be built to allow passage of trains without the use of sidings.

More attractions will be added to the base area. The attractions will be limited in particular to the oldest of farm machinery, construction equipment, antique automobiles and trucks. The added character to the base area will justify a further increase in the admission fee to $2.00 per person.

To meet the anticipated rise in patrons the gift shop and restaurant operation will be expanded to allow for both fast food and quality dining. Overnight facilities may be expanded if a market exists.

***THE PREFERRED STOCK OFFERING***

The preferred stock of The Cog Railway, Inc., which may or may not be offered pursuant to this memorandum is subject to the following terms:

1) it can be purchased for $1,000.00 per share;

2) it will have no voting rights;

3) it will bear a cumulative dividend of 10% per year; dividends will only be paid from capital surplus; dividends not paid will be deferred and accumulated;

4) it will be redeemable subject to the call of The Cog Railway, Inc., but on no account is it anticipated that it will be redeemed prior to the fourth anniversary of the new owner's operation of the Railway;

5) when redeemed the stockholder will receive an additional premium of 10% per year;

6) the stock will not be redeemed on a pro rata basis; all the shares owned by a particular shareholder will be redeemed at the same time, this will insure that the shareholders premium is treated as a capital gain; at the time of redemption all accumulated dividends will be paid.

***RISK AND OTHER IMPORTANT FACTORS***

The purchase of shares in The Cog Railway, Inc., involves a number of significant risk factors. In addition to those factors set forth elsewhere herein, prospective purchasers should consider the following:

1. The corporation's investment in the stock and assets of these two affiliated corporations which own and operate the Mount Washington Cog Railway will be subject to the risks generally incident to the ownership of commercial real property, including changes in general or local economic conditions, property values, interest rates, real estate tax rates, and other operating expenses, the possibility of gas shortages, poor weather, and other factors affecting tourist flow, governmental rules and policies, particularly rulings by the Public Utilities Commission, including shutdowns and costly repairs, Acts of God and other factors beyond the control of the principals. The location of the Railway makes it subject to severe changes in weather and climate that could cause significant damage and costly maintenance charges. Because the property will be under going extensive renovation and expansion, it is also subject to the risk of construction, renovation or expansion delays which will affect cash flow projections and could have adverse affects on the corporation's ability to pay its debt burden or obtain funding from other sources, if necessary. In such instances when the corporation does not have sufficient funds in reserve, the corporation would be required to obtain financing from other sources. There is no assurance that such financing would be available or, if available, would be available on terms, including interest rates, favorable to the corporation. The occurrence of a train derailment involving serious injury to patrons could have a severe effect upon projected revenues.

The principals have attempted to evaluate the chances of success and failure of this project from an objective standpoint through their review of the seller's financial information, on site observations, and other related materials and information. The principals believe that the business will perform as expected but cannot completely assure the investors of success.

2. The principals of The Cog Railway, Inc., will have sole responsibility and control of all aspects of the corporation's operations but will not be obligated and are not expected to spend full time on the affairs of the corporation. However, they are expected to devote substantial and sufficient time to manage the business of the corporation. The principals intend to continue forming, managing and advising other business enterprises and participating in other business activities. The preferred stock holders will not have a right to participate in the management of the corporation and will be entirely reliant on the principals for the success of the corporation.

3. The Cog Railway, Inc., has been advised by Rolli and Presby, Attorneys at Law, and by Joel J. Bedor and Associates, Certified Public Accountants, that the redemption of the preferred shares in accordance with the plan outlined in "THE PREFERRED STOCK OFFERING" will receive long term capital gain treatment.

4. The Cog Railway, Inc., and the principals as individuals are incurring substantial indebtedness in connection with the acquisition and renovation of the stock and assets of Marshfield, Inc., and the Mount Washing-

ton Railway Company. The result will be to permit the acquisition of the property with little equity investment on the part of the principals but still leaves the principals in the position of being personally liable for the major portion of all indebtedness incurred. This increases the potential return on capital but it also represents an additional element of risk in the event that the cash receipts from the operation of the Railway are insufficient to meet the principal and/or interest payments on such indebtedness.

***CONFLICTS OF INTEREST***

The Cog Railway, Inc., is subject to various conflicts of interest arising out of its relationship to the principals and their affiliates. Because The Cog Railway, Inc., was formed by the principals, and will be operated by them as both officers and directors, these conflicts of interest will not be resolved through arm's length negotiations but through the exercise of the directors' and officers' judgment consistent with their responsibility to the shareholders of the corporation (SEE "FIDUCIARY RESPONSIBILITY OF OFFICERS AND DIRECTORS"). These conflicts involve:

1. John M. A. Rolli is significantly involved in another corporation which operates a railroad line and hauls freight. However there is no apparent competition between the other corporation and the Cog Railway because the other railroad hauls freight only and no passengers.

2. Accounting and legal advice have been rendered by the principals as individuals and affiliates thereof. No fees were paid or are expected to be paid for any such service or advice. Any future services rendered in respect to the business of the corporation by any principal or affiliate thereof will be at their standard rates and charges for said services.

3. The accounting firm of which Joel J. Bedor is a principal, and the law firm of which John M.A. Rolli and Wayne W. Presby are partners may be called upon to render advice and counsel upon other undertakings of the principals.

***FIDUCIARY RESPONSIBILITY OF OFFICERS AND DIRECTORS***

The officers and directors of a corporation are accountable as fiduciaries to the corporation and to the shareholders through derivative actions. Consequently officers and directors must exercise good faith and integrity in the handling of corporate affairs. No agreement has been entered into between the corporation and its officers or directors abridging the corporations recourse against them for breaches of their fiduciary duties. This is a rapidly expanding and changing area of the law and shareholders who have questions concerning the responsibilities and duties of the officers and directors of the corporation should consult with their counsel.

***FINANCIALS***

The following projected financial statements depict revenues and expenses on several different levels. There are monthly, yearly and five year forecasts of expected and in some cases actual revenues and/or expenses of the operation. Each set of figures is prefaced with an explanatory note.

THE FOLLOWING REPRESENTS THE MONTHLY REVENUES OF MARSHFIELD, INC. AND MT. WASHINGTON RAILWAY CO. FOR 1981

| RAILWAY | MAY | JUNE | JULY | AUGUST | SEPTEMBER | OCTOBER | TOTAL |
|---|---|---|---|---|---|---|---|
| TRAIN | $ 6413.50 | $ 19893.00 | $146543.95 | $170120.50 | $ 89921.10 | $ 46242.08 | $479134.1 |
| SALE OF EASEMENT/NH | $ 10000.00 | $ 0 | $ 0 | $ 0 | $ 0 | $ 0 | $ 10000.0 |
| MAIL FEE | $ 0 | $ 0 | $ 0 | $ 200.00 | $ 0 | $ 0 | $ 200.0 |
| INTEREST INCOME | $ 0 | $ 0 | $ 0 | $ 131.14 | $ 0 | $ 3073.00 | $ 3204.1 |
| TOTAL BY MONTH | $ 16413.50 | $ 19893.00 | $146543.95 | $170451.64 | $ 89921.10 | $ 49315.08 | $492538.2 |
| MARSHFIELD | | | | | | | |
| CABINS | $ 30.00 | $ 301.00 | $ 1757.18 | $ 2284.19 | $ 608.47 | $ 0 | $ 4980.8 |
| RESTAURANT/GRILL | $ 937.30 | $ 2767.90 | $ 14061.23 | $ 16761.49 | $ 7619.35 | $ 3127.38 | $ 45274.6 |
| -RAILWAY EMPLOYEES | $ 191.25 | $ 1031.25 | $ 1882.50 | $ 1616.25 | $ 1140.00 | $ 195.00 | $ 6056.2 |
| GIFT SHOP | $ 1790.15 | $ 8295.78 | $ 37944.62 | $ 40225.11 | $ 20961.15 | $ 13414.79 | $122631.6 |
| WATER PUMPING/SUMMIT | $ 0 | $ 0 | $ 3000.00 | $ 3000.00 | $ 3000.00 | $ 3000.00 | $ 12000.0 |
| TELESCOPES | $ 0 | $ 0 | $ 0 | $ 1392.87 | $ 470.75 | $ 259.00 | $ 2122.6 |
| TOILETS | $ 0 | $ 0 | $ 0 | $ 11.70 | $ 0 | $ 0 | $ 11.7 |
| TOTAL BY MONTH | $ 2948.70 | $ 12395.93 | $ 58645.53 | $ 65291.61 | $ 33799.72 | $ 19996.17 | $193077.6 |
| OVERALL TOTALS | $ 19362.20 | $ 32288.93 | $205189.48 | $235743.25 | $123720.82 | $ 69311.25 | $685615.9 |

THE COG RAILWAY, INC.
NOTES AND ASSUMPTIONS RELATING TO
PROFORMA MONTHLY CASH FLOW
FOR THE YEAR ENDING MARCH 31, 1984
(PREPARED JANUARY 1983)

1) Railroad revenues for the period were based on Robert Wood's (Railway's current accountant) representation that sales for 1982 were $525,000.

2) Sales are allocated for 1983 as they were reported monthly during 1981.

3) Fuel paid one month prior to use-allocated on basis of 1981 levels.

4) Wages were allocated evenly based on weekly payment.

5) 50% of train and track maintenance is done in off season-40% during the months of May and June-balance during remaining months.

6) The remaining $69,000 of "Other Train Costs" were allocated evenly based upon the week and length of operation

7) Food paid for as purchased and based on 1981 sales.

8) Gifts purchased month prior to sale and paid for in month of sale.

9) Water cost is allocated evenly.

10) Labor for gift shop allocated evenly based on days/weeks of operation.

11) Taxes allocated evenly and based on payroll.

12) Advertising allocated evenly over months of operation

13) Insurance 2 months up front balance over remaining months.

14) Administration allocated evenly over months of operation.

15) Contingency allocated evenly.

THE FOLLOWING REPRESENTS PROFORMA MONTHLY CASH FLOW PROJECTIONS FOR THE YEAR ENDING MARCH 31, 1984

| | MAY | JUNE | JULY | AUGUST | SEPTEMBER | OCTOBER | NOV. TO MAR. | TOTAL |
|---|---|---|---|---|---|---|---|---|
| SALES | $ 16000 | $ 41000 | $ 247000 | $ 280,000 | $ 148000 | $ 90000 | $ 0 | $ 822000 |
| COST OF SALES | | | | | | | | |
| Railroad | | | | | | | | |
| -fuel | $ 3000 | $ 18000 | $ 21000 | $ 11000 | $ 10000 | $ 0 | $ 0 | $ 63000 |
| -employees | $ 1000 | $ 12000 | $ 12000 | $ 12000 | $ 12000 | $ 6000 | $ 0 | $ 55000 |
| -maintenance | $ 22000 | $ 22000 | $ 3000 | $ 3000 | $ 3000 | $ 2000 | $ 55000 | $ 110000 |
| -other | $ 7000 | $ 14000 | $ 14000 | $ 14000 | $ 14000 | $ 6000 | $ 0 | $ 69000 |
| Food | $ 1000 | $ 1000 | $ 5000 | $ 6000 | $ 3000 | $ 2000 | $ 0 | $ 18000 |
| Gifts | $ 1000 | $ 2000 | $ 12000 | $ 15000 | $ 8000 | $ 6000 | $ 0 | $ 44000 |
| Water | $ 0 | $ 2000 | $ 2000 | $ 2000 | $ 2000 | $ 1000 | $ 0 | $ 9000 |
| Labor | $ 1000 | $ 8000 | $ 8000 | $ 9000 | $ 8000 | $ 6000 | $ 0 | $ 40000 |
| Other | $ 0 | $ 1000 | $ 1000 | $ 1000 | $ 1000 | $ 0 | $ 0 | $ 4000 |
| | $ 36000 | $ 80000 | $ 78000 | $ 73000 | $ 61000 | $ 29000 | $ 55000 | $ 412000 |
| ADMINISTRATIVE EXPENSE | | | | | | | | |
| Taxes | $ 0 | $ 4000 | $ 4000 | $ 4000 | $ 4000 | $ 4000 | $ 5000 | $ 25000 |
| Advertising | $ 4000 | $ 8000 | $ 8000 | $ 8000 | $ 8000 | $ 4000 | $ 0 | $ 40000 |
| Insurance | $ 5000 | $ 2500 | $ 2500 | $ 2500 | $ 2500 | $ 2500 | $ 12500 | $ 30000 |
| Administration | $ 0 | $ 5000 | $ 5000 | $ 5000 | $ 5000 | $ 5000 | $ 0 | $ 25000 |
| Contingency | $ 0 | $ 5000 | $ 5000 | $ 5000 | $ 5000 | $ 5000 | $ 0 | $ 25000 |
| | $ 9000 | $ 24500 | $ 24500 | $ 24500 | $ 24500 | $ 20500 | $ 17500 | $ 145000 |
| OPERATING CASH FLOW | $( 29000) | $( 63500) | $ 144500 | $ 182500 | $ 62500 | $ 40500 | $( 72500) | $ 265000 |
| Borrowing | $ 30000 | $ 70000 | $ 0 | $ 0 | $ 0 | $ 0 | $ 0 | $ 100000 |
| Debt Service | | | | | | | | |
| -working capital | $ 0 | $ 0 | $(106000) | $ 0 | $ 0 | $ 0 | $ 0 | $(106000) |
| -bank payments | $ 0 | $ 0 | $ 0 | $( 43000) | $( 43000) | $( 43000) | $ 0 | $(129000) |
| -other | $ 0 | $ 0 | $ 0 | $ 0 | $ 0 | $( 15000) | $ 0 | $( 15000) |
| END OF MONTH CASH BALANCE (CUMULATIVE) | $ 1000 | $ 7500 | $ 46000 | $ 185000 | $ 205000 | $ 187500 | $ 115000 | $ 115000 |

## Documents - 1983

The following is a proforma income statement prepared by Joel J. Bedor and based on historical revenues and costs.

| | *CURRENT VOLUME* |
|---|---|
| ***SALES*** | |
| RAILROAD | $525,000 |
| FOOD | $ 45,000 |
| GIFTS | $110,000 |
| ADMISSIONS* | $115,000 |
| WATER | $15,000 |
| OTHER | $12,000 |
| TOTAL SALES | $822,000 |
| ***COST OF SALES*** | |
| RAILROAD COSTS | $297,000 |
| FOOD | $ 18,000 |
| GIFTS | $ 44,000 |
| WATER | $ 9,000 |
| LABOR (FOOD AND GIFTS) | $ 40,000 |
| OTHER | $ 4,000 |
| TOTAL COST OF SALES | $412,000 |
| ***GROSS PROFIT*** | $410,000 |
| ***ADMINISTRATIVE EXPENSES*** | |
| TAXES | $ 25,000 |
| ADVERTISING | $ 40,000 |
| INSURANCE | $ 30,000 |
| ADMINISTRATION | $ 25,000 |
| CONTINGENCY | $ 25,000 |
| TOTAL ADMINISTRATIVE EXPENSES | $145,000 |
| ***OPERATING INCOME*** | $265,000 |
| ***INTEREST EXPENSE*** | $136,000 |
| ***INCOME BEFORE DEPRECIATION*** | $129,000 |
| ***DEPRECIATION AND AMORTIZATION*** | $110,000 |
| ***NET INCOME BEFORE TAXES*** | $ 19,000 |
| ***INCOME TAXES*** | $ 2,000 |
| ***NET INCOME*** | $ 17,000 |

The following is a proforma balance sheet based on current assets and liabilities

THE COG RAILWAY, INC.
PROFORMA OPENING BALANCE SHEET
APRIL 1, 1983
(Prepared Jan. 1983)

| ASSETS | 4/1/83 | 3/31/84 |
|---|---|---|
| CURRENT ASSETS | | |
| Cash | $ 400,000 | $ 115,000 |
| Inventories | $ 50.000 | $ 55,000 |
| Prepaids | $ 0 | $ 10,000 |
| | $ 450,000 | $ 180,000 |
| PROPERTY, PLANT & EQUIP | $ 775,000 | $ 1,242,726 |
| Less: Accum. deprec. | $ 0 | $ ( 110,000) |
| | $ 775,000 | $ 1,132,726 |
| GOODWILL | $ 75,000 | $ 75,000 |
| Total Assets | $ 1,300,000 | $ 1,387,726 |
| LIABILITIES AND STOCKHOLDERS EQUITY | | |
| CURRENT LIABILITIES | | |
| Accounts payable | $ 0 | $ 15,000 |
| Current Portion of Notes | $ 114,000 | $ 16,000 |
| Accrued Expenses | $ 0 | $ 2,000 |
| NOTES PAYABLE (long term) | $ 686,000 | $ 837,726 |
| Total Liabilities | $ 800,000 | $ 870,726 |
| STOCKHOLDER'S EQUITY | | |
| Stock | $ 500,000 | $ 500,000 |
| Retained Earnings | $ 0 | $ 17,000 |
| | $ 500,000 | $ 517,000 |
| TOTAL LIABILITIES AND STOCKHOLDERS EQUITY | $ 1,300,000 | $ 1,387,726 |

THE COG RAILWAY, INC.
NOTES AND ASSUMPTIONS RELATING TO
PROFORMA FINANCIAL STATEMENTS
FOR THE YEAR ENDING MARCH 31, 1984
(PREPARED JANUARY 1983)

1. The purchase of the stock of Marshfield, Inc., will be made for $900,000. Total sources and uses of funds to effect the purchase is as follows:

| USES | | SOURCES | | |
|---|---|---|---|---|
| Acquisition | $ 900000 | Stock Issues | | |
| Improvements | $ 467726 | buyers | $ | 200000 |
| Working Cap. | $ 100000 | sellers | $ | 300000 |
| | $ 1467726 | | $ | 500000 |
| | | Bank Loans | | |
| | | permanent | $ | 767726 |
| | | w/ capital | $ | 100000 |
| | | other | $ | 100000 |
| | | | $ | 1467726 |

2. The current Volume forecast is based on reported 1982 sales, increased by $115000 for "gate" charges. The expected case is based on transporting 50,000 people to the top of Mount Washington.

3. Current Volume costs and expenses are generally based on 1981 operating costs except as follows:

(a) Advertising has been increased to $40000: approximately 50% more than 1981 expenditures.

(b) Interest expense is based on the financing requirements at a 15% interest rate.

The following notes and assumptions relate to proforma financial statements prepared by Joel J. Bedor and Wayne W. Presby. The revenues and operating costs depicted are based on current operations, expected improvements, and increases in expenditures to continue improvement and stepped up maintenance of the facilities. These proforma statements differ from the previous statements in that the previous statement reflects what is considered by the principals to be the minimum attainable operating results for 1983.

THE COG RAILWAY, INC.
NOTES AND ASSUMPTIONS RELATING TO
PROFORMA FINANCIAL STATEMENTS
FOR THE YEAR ENDING MARCH 31, 1984

1. Sales have been budgeted on the basis of 2 levels of activity: 250,000 and 350,000 people visiting the attraction annually. The seller's memorandum indicates 300,000 to 500,000 people visit the site annually. Data from other north country attractions support these estimates. In addition the new organization will more than double the seller's advertising budget. Although each of the above levels of activity provide a positive cash flow from operations, it has been determined that the 250,000 person level of sales is the most likely to be obtained. At this level, sales totals are expected to be as follows:

a. Railroad: 10 trains per day at 50 passengers per train at $20 per passenger for 100 days during the season or 50,000 passenger rides, the number indicated in the Sellers prospectus.

b. Food sales are estimated at 40 cents per person and gift sales are estimated at 60 cents per person visiting the site, both averages being supported by data from similar attractions. These sales projections in fact indicate a substantial increase over the Cog's historical data due to apparent inefficiencies in the current promotion and operation of these segments of the business.

c. Admissions to the site will be $1 per person less refunds to those who ride the train. The admission charge is justified because the capital improvements will encompass a restructure of the site so that it is a true museum.

d. The arcade will consist of 10 machines which will produce $25.00 per day income per machine.

e. In summary the capacity of the Cog is passengers per year although breakeven is passengers per year.

2. Costs of Sales have been budgeted as follows:

a. The majority of the cost of train sales is fixed. 1981 historical costs have been increased by $185,000 to reflect increases in the cost of properly maintaining the tracks and equipment. This level of maintenance would be maintained at all levels of sales. The variable costs of coal for the locomotives is based on the 1981 costs and increased or decreased proportionately for changes in the level of activity.

b. Food and gift costs have been projected at 40% of sales, which is an industry standard.

c. Labor for the food and gift operations is based on historical costs.

3. Administrative expenses are generally based on historical data. Insurance has been increased 50% to provide for additional coverage. A $25,000 expense contingency has been provided to meet unexpected costs.

4. Depreciation is based on amounts allowed for income tax purposes.

5. The principals will be actively involved in all aspects of the management of the organization but will receive compensation in the form of management fees only if the railroad is profitable.

6. It is anticipated established to redeem the stock outstanding.

THE FOLLOWING ARE PROFORMA INCOME STATEMENTS FOR THE YEAR ENDING MARCH 31, 1984

| | EXPECTED ACTIVITY 250,000 PEOPLE | CAPACITY ACTIVITY 350,000 PEOPLE |
|---|---|---|
| SALES | | |
| RAILROAD | $ 1,000,000 | $ 1,600,000 |
| FOOD | $ 100,000 | $ 140,000 |
| GIFTS | $ 150,000 | $ 210,000 |
| ADMISSIONS | $ 200,000 | $ 270,000 |
| WATER | $ 15,000 | $ 15,000 |
| ARCADE | $ 25,000 | $ 25 000 |
| TOTAL SALES | $ 1,410,000 | $ 2,260,000 |
| COST OF SALES | | |
| RAILROAD PIXED COSTS | $ 425,000 | $ 425,000 |
| RAILROAD VARIABLE COSTS | $ 125 ,000 | $ 175,000 |
| FOOD | $ 40,000 | $ 56,000 |
| GIFTS | $ 60,000 | $ 84,000 |
| WATER | $ 9,000 | $ 9,000 |
| LABOR {FOOD ANO GIFTS) | $ 40,000 | $ 56,000 |
| OTHER | $ 10,000 | $ 10,000 |
| TOTAL COST OF SALES | $ 709 ,000 | $ 815,000 |
| GROSS PROFIT | $ 781 ,000 | $ 1,410,000 |
| ADMINISTRATIVE EXPENSES | | |
| TAXES | $ 30,000 | $ 30,000 |
| ADVERTISING | $ 60,000 | $ 60,000 |
| LEGAL | $ 5,000 s | 5,000 |
| INSURANCE | $ 30,000 | $ 30,000 |
| ACOUNTING | $ 10,000 | $ 10,000 |
| CONTINGENCY | $ 25,000 | $ 25,000 |
| MANAGEMENT FEES | $ 60 000 | $ 120,000 |
| TOTAL ADMINISTRATIVE EXPENSES | $ 220,000 | $ 280,000 |
| OPERATING INCOME | $ 561,000 | $ 1,165,000 |
| OTHER INCOME/(EXENSE) | | |
| INTEREST INCOME | $ 21,000 | $ 42,000 |
| INTEREST EXPENSE | $ ( 136,000) | $ ( 136,000) |
| TOTAL OTHER INCOME/(EXPENSE) | $( 1151 000) | $( 94,000) |
| NET INCOME BEFORE DEPRECIATION AND TAXES | $ 446 , 00 0 | $ 1,071,000 |

THE FOLLOWING REPRESENTS A FIVE YEAR PROFORMA INCOME STATEMENT AND BALANCE SHEET-IT IS BASED ON EXPECTED LEVELS OF ACTIVITY

| | 1984 | 1985 | 1986 | 1987 | 1988 |
|---|---|---|---|---|---|
| INCOME STATEMENT | | | | | |
| SALES | $ 1,490,000 | $ 1,640,000 | $ 1,800,000 | $ 1,980,000 | $ 2,180,000 |
| COST OF SALES | $ 709,000 | $ 780,000 | $ 856,000 | $ 942,000 | $ 1,037,000 |
| GROSS PROFIT | $ 781,000 | $ 860,000 | $ 944,000 | $ 1,038,000 | $ 1,143,000 |
| ADMINISTRATIVE EXPENSES | $ 220,000 | $ 372,000 | $ 409,000 | $ 450,000 | $ 495,000 |
| OPERATING INCOME | $ 561,000 | $ 488,000 | $ 535,000 | $ 588,000 | $ 648,000 |
| OTHER | | | | | |
| INTEREST INCOME | $ 21,000 | $ 21,000 | $ 21,000 | $ 21,000 | $ 21,000 |
| INTEREST EXPENSE | $( 136,000) | $( 100,000) | $( 95,000) | $( 90,000) | $( 85,000) |
| DEPRECIATION | $( 110,000) | $( 150,000) | $( 150,000) | $( 150,000) | $( 150,000) |
| TOTAL OTHER | $( 225,000) | $( 229,000) | $( 224,000) | $( 219,000) | $( 214,000) |
| INCOME BEFORE TAXES | $ 336,000 | $ 259,000 | $ 311,000 | $ 369,000 | $ 434,000 |
| INCOME TAXES | $ 170,000 | $ 130,000 | $ 155,000 | $ 184,000 | $ 217,000 |
| NET INCOME | $ 166,000 | $ 129,000 | $ 156,000 | $ 185,000 | $ 217,000 |
| BALANCE SHEET | | | | | |
| CASH | $ 249,000 | $ 412,000 | $ 592,000 | $ 505,000 | $ 761,000 |
| INVENTORIES | $ 30,000 | $ 33,000 | $ 36,000 | $ 40,000 | $ 44,000 |
| PREPAIDS | $ 10,000 | $ 11,000 | $ 12,000 | $ 13,000 | $ 14,000 |
| | $ 289,000 | $ 456,000 | $ 640,000 | $ 558,000 | $ 819,000 |
| PROPERTY, PLANT AND EQUIPMENT | $ 1,367,726 | $ 1,407,726 | $ 1,447,726 | $ 1,487,726 | $ 1,527,726 |
| ACCUMULATED DEPRECIATION | $( 150,000) | $( 300,000) | $( 450,000) | $( 600,000) | $( 750,000) |
| | $ 1,217,726 | $ 1,107,726 | $ 997,000 | $ 887,726 | $ 777,726 |
| TOTAL | $ 1,506,726 | $ 1,563,726 | $ 1,637,726 | $ 1,445,726 | $ 1,596,726 |
| ACCOUNTS PAYABLE | $ 30,000 | $ 33,000 | $ 36,000 | $ 40,000 | $ 44,000 |
| CURRENT NOTES PAYABLE | $ 40,000 | $ 50,000 | $ 60,000 | $ 70,000 | $ 80,000 |
| | $ 70,000 | $ 83,000 | $ 96,000 | $ 110,000 | $ 124,000 |
| NOTES PAYABLE | $ 797,726 | $ 747,726 | $ 687,726 | $ 617,726 | $ 537,726 |
| | $ 867,726 | $ 830,726 | $ 783,726 | $ 727,726 | $ 661,726 |
| STOCKHOLDERS EQUITY | | | | | |
| COMMON | $ 200,000 | $ 200,000 | $ 200,000 | $ 200,000 | $ 200,000 |
| PREFERRED | $ 300,000 | $ 300,000 | $ 300,000 | $ 100,000 | $ 100,000 |
| RETAINED EARNINGS | $ 139,000 | $ 233,000 | $ 354,000 | $ 468,000 | $ 685,000 |
| | $ 639,000 | $ 733,000 | $ 854,000 | $ 718,000 | $ 935,000 |
| | $ 1,506,726 | $ 1,563,726 | $ 1,637,726 | $ 1,445,726 | $ 1,596,726 |

## BY LAWS OF
## THE COG RAILWAY, INC.

Article 1. Meetings of shareholders shall be held at the registered office of the corporation unless another place shall have been determined by the directors and stated in the notice of meeting. Annual meetings hall be held at 11 AM on the 15th day of November, unless a holiday, and then on the next business day, unless another time and or date, shall have been determined by the directors, and stated in the notice of meeting ,

Article 2. The number of directors shall be 5

Article 3. A regular meeting of the board of directors shall be held without notice immediately, following the annual meeting of shareholders, and at the same place, the Board of Directors may provide for the holding, without notice of additional regular meetings.

Article 4. Special meetings of the board of directors may be called by the president or any Director on 24 hour notice given personally or by telephone, or by telegraph, or on four days notice by mail corner to be held at such place, either within, or without the state of New Hampshire, as fixed by the person or persons, calling the meeting. Members of the board of directors may participate in a meeting of such board by means of a conference telephone, or similar communications equipment by which all persons participating in the meeting can hear each other at the same time and participating by such means share, will constitute presence in person at a meeting.

Article 5. The officer of the corporation shall be a president, a vice president, secretary, and treasurer, who shall be elected annually at the regular meeting of the board of directors held after the annual meeting of shareholders and shall hold office only as so long as they are satisfactory to the Board of Directors.

Article 6. The president shall be the principal executive officer of the corporation to put into affect the decisions of the board of directors. Subject to such decisions, he shall supervise and control the business and affairs of the corporation. He shall preside at meetings of the shareholders and directors.

Article 7. Subject to any specific assignments of duties made by the Board of Directors, the vice president, secretary, and treasurer shall act under the direction of the president. The secretary shall prepare, and keep minutes of the meetings of the shareholders and the directors and shell have general charge of the stock records of the corporation. The treasurers shall have custody of the funds of the corporation and keep its financial records.

Article 8. The board of directors may authorize any officer or agent to enter into any contract, or to execute any instrument for the corporation. Such authority may be general, or be confine to specific instances.

Article 9. Certificates, representing shares of the corporation shall be in such form as the Board of Directors shall determine. Transfers of shares shall be made only on the stock transfer books of the corporation.

Article 10. Any action required or permitted to be taken by the Board of Directors or the shareholders had a meeting may be taken without a meeting, if a consent in writing, setting forth the action, so taken, shall be signed by all directors, or shareholders, as the case may be.

Article 11. These bylaws may be altered, amended, or repealed, and new bylaws may be adopted by the Board of Directors or by the shareholders.

## MINUTES OF MEETING OF BOARD OF DIRECTORS OF
## THE COG RAILWAY, INC.
## April 5, 1983

A meeting of the Board of Directors of The Cog Railway, Inc., was held at office of Joel J. Bedor at 40 Union Street, in the Town of Littleton, County of Grafton, State of New Hampshire, at 7:00 p.m. on April 5, 1983.

The following Directors were present constituting all of the initial members of the Board of Directors: Joel J. Bedor of Littleton, N.H., Wayne W. Presby, II, of Bethlehem, New Hampshire, and John M.A. Rolli of Bethlehem, New Hampshire. Also present was Loxley D. Ness of Bethlehem, New Hampshire. John M.A. Rolli of Bethlehem, New Hampshire, was chosen the Temporary Chairman and Wayne W. Presby, II, of Bethlehem, New Hampshire, was chosen the Temporary Secretary of the meeting.

The Secretary presented and read a Waiver of Notice of the meeting signed by all the Directors which was ordered filed with the minutes of this meeting. The Secretary presented the documents of incorporation, which were read and unanimously approved. The Secretary also presented a copy of By-Laws for the approval of the Directors at this meeting. On Motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED: That the By-Laws presented by the Temporary Secretary of the meeting be hereby adopted by the Board of Directors of the By-Laws for The Cog Railway, Inc.

The meeting then proceeded to the election of Officers to serve until the next annual meeting of Stockholders, or until their successors are elected and qualified. The following nominations were made and seconded:

| | |
|---|---|
| President: | John M.A. Rolli of Bethlehem, N.H. |
| Vice-Pres.: | Loxley D. Ness of Bethlehem, N.H. |
| Secretary: | Wayne W. Presby of Bethlehem, N.H. |
| Treasurer: | Joe1 J. Bedor of Littleton, N.H. |

There being no further nominations, the foregoing persons were unanimously elected to the offices set opposite their respective names.

The President thereupon assumed the duties of President and the Secretary immediately assumed the discharge of his duties.

On Motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED: That a Corporation Seal, the impression of which is affixed to the margin hereof, be and the same shall be the corporate seal of the Corporation.

Three forms of Stock Certificates were presented representing the three various types and classes of stock to compose the capital stock of the Corporation and on motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED: That the forms and types of stock certificates presented to the meeting are hereby adopted as and for he form of stock certificates to be used by this corporation.

Upon motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED: That the Indian Head Bank North, with an office located at 165 Main St., Littleton, N. H., be and it is hereby designated as the bank in which the funds of this corporation shall be deposited and through which all transactions of the corporation shall be undertaken and that the bank account shall be there kept in the corporate name and all checks or drafts drawn against said bank account shall in addition to the corporate name, bear the personal signature of either the President, Vice-President, Secretary or Treasurer and on certain accounts requiring the signatures of both President and Treasurer.

On motion duly made and seconded, the following resolution was unanimously carried:

RESOLVED: That all offers to purchase preferred shares of the company of One Thousand Dollars or more should be accepted.

On motion duly made and seconded, the following resolution was unanimously carried:

RESOLVED: That each principal be insured in the amount of $750,000.00 and that two policies would be issued on each individual, one for $250,000 payable to the Indian Head Bank and one for $500,000 payable to the company.

On motion duly made and seconded, the following resolution was unanimously carried:

RESOLVED: That all the principals get together at the nearest possible convenience and go to the Cog and determine exactly how the base should look on its completion.

On motion duly made and seconded, the following resolution was unanimously carried:

RESOLVED: That John M.A. Rolli and Loxley D. Ness were to receive no less than $200 per week each until opening. That the total renumeration to be paid to Ness and Rolli was to be $25,000.00 each plus a ten per cent commission on the net before depreciation.

That Bedor and Presby were to receive $5,000.00 retainers for the services they were to perform over the year and two per cent of the net before depreciation. All such commitments were to be subject to the availability of cash for the payment of those salaries except Rolli's and Ness's minimum payment of Two Hundred per week which they felt they needed for living expenses. Anyone not wishing to take said amounts could loan them back to the company at favorable interest rates. Any amounts not paid to the principals of their base salaries would be deferred and accumulated.

On motion duly made and seconded, the following resolution was unanimously carried:

RESOLVED: That a cross purchase agreement would be drafted and reviewed by the principals based on terms discussed at the meeting.

On motion duly made and seconded, the following resolution was unanimously carried:

RESOLVED: That Rolli and anyone else for that matter could not purchase or contract or purchase any item, work, etc., over Ten Thousand Dollars without the Board of Directors' approval.

On motion duly made and seconded, the following resolution was unanimously carried:

RESOLVED: That weekly meetings of the Directors were to be held at a place of mutual agreement regardless of the requirements for notice contained in the By-Laws, although every attempt would be made by each and every director to attend those meetings.

On motion duly made and seconded, the following resolution was unanimously carried:

RESOLVED: That the list of priority in their order of importance were as follows: (1) Engine Repair and Rebuilding; (2) landscaping and parking lot work; (3) crafts people shops and exhibits; (4) food service; (5) the halfway house. It was also concluded that because of the time required for building the halfway house it would be bid out as soon as the principals obtained control.

On motion duly made and seconded, the following resolution was unanimously carried:

RESOLVED: That due to changes in the proposed purchase and sale of the stock of Marshfield, Inc. and the Mt. Washington Railway Company, it now became imperative that the principals personally assume a contractual obligation with Charles Teague to employ him as a Consultant at the rate of $15,000.00 per year for a term of 20 years, said contract to be assignable to Marshfield, Inc., upon approval from the Indian Head Bank, in consideration of which the principals were to be given $200,000.00 of the Class B Common Stock in The Cog Railway, Inc., and no more than $65,000.00 of the Preferred Stock of The Cog Railway, Inc., being offered to the public, said stock being given to the principals in exchange for their assumption of this commitment to Charles Teague. Upon its re-assignment to the corporation, said shares shall be sold back to the company in an amount not to exceed $1.00 per share.

On motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED: That all steps necessary to the procurement of PUC's approval of the financing arrangements made by The Cog Railway, Inc., for the purchase and acquisition of the stock of Mt. Washington Railway Company and Marshfield, Inc., be undertaken, said steps to include filing a Petition with the PUC for approval of the mortgaging of the assets and the filing of the UCC Financing Statements on the personal prop-

erty, the attendance at the PUC on a hearing on the matter and communications with various individuals working for the Public Utilities Commission.

There being no further business on motion further duly made and seconded, the meeting was adjourned.

A true copy Attest:

**Priority Project Analysis**
**undated**

The following is a list of projects which have been determined to be of priority concern to the directors and shareholders of The Cog Railway, Inc., to prepare for the upcoming season. We would like you to review these projects and determine how long these projects will take to complete and what the labor requirements will be.

Train Repair
The Number 2 and Number 10 engines are in the shop at Lisbon and in need of maintenance
The Number 9 is at Jim Robinson's in lower NH it is dismantled and in need of a new boiler
The Number 3 is at Hodge Boiler Works it is dismantled and in need of a new boiler
The Number 6 is at the Cog Base Station has never operated since we owned the railroad and is in need of a new boiler and running gear work

The Numbers 4, 8, and 1 are at the Cog Base Station and are in various states of repair.
Please review all of the engines, discuss work to be done on each with John Rolli and make estimates as to time to repair each, tools needed, parts needed, and help needed both as to time and qualifications.

In reference to above do you feel a shop supervisor is necessary with more mechanical skills than you currently possess.

Painting of the trains
Coach repair and seat replacement
Electrical System- review equipment in possession- all DC with AC conversion units- equipment in possession greater than 55 KW

Trestle and Track work
We would like to redesign ticketing and traffic flow to facilitate acceptance of
$2 fee - redesign tickets, around neck, souvenir.
Make list of tools, equipment and parts necessary to complete all work.
Rings, Grates, Arch brick, Compressor, Tractor, steam genny, coal bunker reworked.
Meet with David Moody to discuss training programs and work manual for all employees
Meet with employees
Specific plan for pre-season and early train discount. How to implement.
Meeting with local hotel operators.
Promote to tour companies Shuttle ride, museum, and lunch.
Identify heads of departments, track, train, shop, gift, food
Uniforms, train personnel
Transfer table
Train repair manuals
Talk to boiler company
Set tone with employees and keep age secret
Clean up general area.

**Jack Middleton Letter to Wayne Presby**
**RE: Shareholders of Marshfield, Inc. to The Cog Railway, Inc**
**April 12, 1983**

Dear Wayne:

First, I wanted to thank you for your cooperation at our Pre-Closing this morning. Even though we had a lot of people present, we managed to accomplish quite a bit towards the final consummation of this transaction.

We talked briefly about the Public Utilities Commission. I would suggest that you draft something that requests the proper approvals from the PUC, pursuant to the appropriate statute, relative to mortgaging the assets of Mt. Washington Railway Company. Hopefully, we can then submit it to the Commission staff as a supplement to our earlier Petition.

During our meeting this morning, you indicated that you were in receipt of a commitment letter from Indian Head Bank North for the financing. I would appreciate it if you could send me a copy of that letter.

Finally, I mentioned to John that we have accumulated all of the financial records, bills, invoices, purchase orders, etc. that we can find relative to both Marshfield, Inc. and Mt. Washington Railway Company. I understood that someone from your group was going to be coming down to Manchester, to examine all of these materials. John indicated that perhaps Joel would be coming down after April 15th. I do think that it is important for you to satisfy yourself as to the present operations of the corporations so that we have no surprises at the closing on May 6th.

Why don't you give me a call on these matters, when you have a moment.

Sincerely yours, *Jack Middleton*

**Jack Middleton Letter to John Rolli**
**RE: Mt. Washington Railway Company - Marshfield, Inc.**
**April 8, 1983**

Dear John:

The purpose of this letter is simply to confirm the fact that your group is aware that during 1982 no interest income was recorded on any officers/stockholder loans for Marshfield or the Mt. Washington Railway Company and that $43,000 of loans due from Ellen C. Teague were forgiven and expensed by the Railway at December 31, 1982.

The purpose of this letter is simply to confirm the fact that you have that information and understand that the representations in the various documents are made with that knowledge.

Sincerely yours, *Jack Middleton*

**Lumbermens Mutual Casualty Company**
**Mt. Washington Railway Boiler Inspection Report for**
**Policy Number: 2XL 87 421**
**April 12, 1983**

Location: Repair Shop - Lancaster, NH Date Inspected: 3/29/83

This report is a summary of only those conditions and practices of your operation observed.by us and the evaluations and recommendations herein concern these observations. The sole reason for providing you with this information is to assist you in your responsibility of preventing accidents and losses.

On 3/29/83, our Loss Control Consultant, J.N. Melanson, visited this location. During the visit, an examination was made of selected equipment as described in the Boiler and Machinery schedules and endorsements of your policy. - · ·

The following boilers were internally inspected to determine the general condition of pressure parts and safety devices:

Nos. 3, 10 & 8

The condition of the No. 3 and No. 8 boilers was found to be satisfactory, and the maintenance appears to be adequate.

During the inspection of the No. 10 boiler, severe pitting was noted along the horizontal welded seam. As the tubes had been removed from this boiler, other areas of the barrel and internal portions of the tube sheets were checked for additional pitting. Only scattered light pitting was noted.

Although, the pitting noted along the horizontal seam of No. 10 boiler is extensive in nature, it is not of sufficient depth or severity to effect the safety of the boiler.

RECOMMENDATIONS:

83-3-1 (ADVISORY) If practical and possible, the boilers and their makeup feed water should be chemically or electronically treated to improve the quality of the water used in the boilers.

83-3-2 (ADVISORY) A competent feedwater company should be engaged to analyze the feedwater, and supply proper chemical treatment to prevent corrosion and scale buildup.

The conditions noted and recommendations were discussed with the repair crew on duty at Lancaster, NH.

Thank you for your cooperation and courtesy during this visit.

THIS REPORT IS NEITHER A DETERMINATION THAT THE CONDITIONS AND PRACTICES, WHETHER OBSERVED OR NOT, ARE SAFE NOR A WARRANTY THAT RELIANCE UPON IT WILL PREVENT ACCIDENTS AND LOSSES.

Any questions regarding the inspection visit should be directed to Mr. E.J. Palino, Branch Loss Control Engineering Manager.

**John Rolli Letter to Jack Middleton**
**RE: Cog Railway**
**April 15, 1983**

Dear Jack:

This letter covers just three minor points. These are as follows:

First: Please request that the insurance agency now providing coverage send notice to the Indian Head Bank North that they will be shown on all policies as First Lienholder. The Bank will need this prior to closing.

Second: The Bank needs for UCC purposes a list of all vehicles and equipment, such as lathes, tractors, etc., with brand names and model and serial numbers to the extent that they can be found. We are not going to do an exhaust of personal property inventory, but the Bank would like the major items, such as all vehicles and machinery properly itemized.

Third: It is our understand that track work I going to be held up until after closing because Ellen feels that the payroll costs of the track worker and engineer which are standing by (her employees) should be paid for by our group. Please let her know that since we are inheriting whatever bank balances remain that I am paying for any of these employees anyway. We have no problem whatsoever in her hiring at this time one additional track worker and the engineer which has already moved up to the Cog in order that they can begin track work as soon as possible. We understand that these people are under her direction and control until after the transfer.

Very truly yours, *John M. A. Rolli*

P.S. Wayne Presby was unable to find at the Deeds Office the Deed from the Boston & Maine to Ellen Teague. Could it be that that particular parcel is in yet another "purchase" other than Sargent's purchase and Thompson & Meserve' purchase. Perhaps your original idea of calling the Register of Deeds and asking him to find it and read you the description might be best in order that she can sign the deed on Tuesday.

**John Rolli Letter to Rep. Kathleen Ward (R-Littleton)**
**RE: House Bill 508-FN**
**April 15, 1983**

Dear Kay:

This company is very much interested in the status of House Bill 508-FN, which would exempt from classification as Public Utilities those which serve seasonal tourist attractions, such as the Mt. Washington Auto Road, the Cog Railway, and various other little railroads that tourist attractions build on their properties, such as those at Nature Land and Six Gun City. I would greatly appreciate it if you would find out for me the status of this bill and also who, if any, of the area Legislators serve on the committee which will be giving it consideration. If you can tell me when testimony will be taken on this piece of legislation, I would very much like to either attend the hearing myself or have someone in attendance for me.

Very Truly yours, The Cog Railway, Inc. by *John M. A. Rolli*

**Indian Head Bank North Letter to Wayne Presby**
**RE: Cog Railway**
**April 19, 1983**

Dear Wayne:

Indian Head Bank North has approved your request to provide financing for the purchase, improvement and operation of the Mt. Washington Cog Railway and it's various corporations, the Cog Railway, Marshfield, Inc. and Mt. Washington Railway Company. References to the Cog will include all the entities mentioned above.

Total financing to be provided amounts to $867,000. Of this amount, $100,000 will be a seasonal line of credit to be repaid by 7/30/83 and $767,000 will be a term loan with a 3-year maturity to be amortized over 15 years. Interest- on both loans will float daily with the rate on the term loan 1.3% over and the seasonal loan 2.0% over the First National Bank of Boston's Prime Rate.

The loans will be disbursed as follows:

1) At closing the sellers will be paid $600,000, equal amounts being provided by the buyers and the bank. This is subject to the existing debt of the Cog being repaid out of the proceeds.

2) The $100,000 seasonal working capital line will be disbursed at closing.

3) The balance of the loans, $467,000, will be placed in undisbursed loans to be advanced to pay for repair, improvements and building as outlined in the Preliminary Budget Estimate of 1983 subject to approval of advances by Robert E. Harwood, P.E., and Indian Head Bank North and procedures necessary to prevent the filing of Mechanic's and Materialmen's liens.

4) Remaining monies, if any, will be disbursed to the borrowers for working capital.

The financing is subject to the following terms and conditions:

1) That we are able to obtain a first real estate mortgage and a first security interest on all the assets of the Cog, and;

2) That the cost of appraisal, legal work, recording fees and engineering fees be paid by the borrower;

3) That the Common Stock, Trade Name and Public Utilities Commission Certificate be assigned to the benefit of the bank;

4) That Rolli, Presby and Ness individually guarantee the debt and sign agreements relative to their ability to transfer assets, and that the Bedors each enter into the guarantee agreement;

5) That each of the principals assign a minimum of $100,000 in life insurance to the bank;

6) That the principals inject a minimum of $100,000 in cash as equity for this project;

7) That the principals raise a minimum of $200,000 in cash as preferred stock or as subordinated debt;

8) That the sellers take back $300,000 of the sales price as some form of equity;

9) That appropriate approval be obtained from the New Hampshire Public Utilities Commission for the sale and financing of the railway;

10) Due to the necessity of making certain improvements in order to meet their projected goals, this commitment is good only until May 15, 1983;

11) That the principals enter into a loan agreement detailing the relationship between the parties.

Sincerely,
INDIAN HEAD BANK NORTH - *Willard G. Bromage*, Executive Vice President

***INVENTORY - COG RAILWAY***

| | | |
|---|---|---|
| *Old Pepersass* | Cog Engine | Built 1865 |
| *Ammonoosuc* | #2 | |
| *Summit* | #4 | |
| *Mt. Washington* | #1 | |
| *Waumbek* | #9 | |
| *Col Teague* | #10 | |
| *New One* | #8 | |
| | #3 | |
| *Great Gulf* | #6 | |

Steam Cleaner - Hotsg, Model 630, Serial #50594
Wilder DC Lincoln, 300 AMP, SAE 300
AC Generator track #98A 1382
8 tender matching number and names
8 coaches 1, 2, 4, 6, 7, 5, 11, 12

BETTY ANN'S:

2 Washers
1 Dryer
4 Gas Refrigerators

HORSE BARN:

Wheel Press - B & M 300 ton portable
Vertical Turret Lathe Bumma 5799
Threading Machine NA
Generator General Electric 140 v, 71110
AC Motor 30 HP Electro Dynamic
2504 Internal Bucket Loader industrial 879528
1972 Toyota HN22002557
300 International Utility 2411J
Ford 482134

## Documents - 1983

1977 Chevy - Alex has

PATTERN HOUSE:

Patterns All Wood
Cog Gear
Cylinder
Boiler Front
Electrical Supplies

OLD DORM:

Supplies
Ed Clark Storage Building
Air Hammer  B&M N A
Furnace Johnston
Sewage Pump

ENGINE SHOP:

Office: Magniflux machine, 1,000 amp
Magniflux P-90, SN 74550
7 Hydraulic Jacks varying makes and models NA
Drawings railroad equipment- NA

Main:

Milling Machine Brown & Sharpe NA NA
Lathe 18" Prentice NA NA
Lathe 20" Prentice NA NA
Planer Cincinnati 5514
Pelton Water Wheel 18" NA NA
High Pressure 2000 lb/in pump 7246
Small Drill Press NA
Large Drill Press Bement NA
Generator 20 KW Westinghouse BTYI 978633

CAR SHOP:

2 Work Cars
General Electric Transformer
Isolation Banks for rectifyer[sp]
DC Motor 7 ½  HP Robbins & Meyers 115 volts, 33615
General Electric DC Generator, 125 volts, 339421
Pelton Water Wheel.
Caterpilllar DieselModel 3304 55KW
5BS3019 AC Generator

**James C. Hood - Middleton Associate Letter to John Rolli**
**RE: Teagues to The Cog Railway, Inc.**
**April 21, 1983**

Dear John:

I have your letter of April 15, 1983.  I will cover the three questions you raised in the order you raised them.  I have been in contact with our insurance agents (Morrill & Everett, Inc.) and they are working on producing a copy of a Certificate of Insurance which would be made effective as of the closing, showing Indian Head Bank North as a first lien holder.

As far as a listing of the vehicles, equipment, etc., together with their serial numbers, I understand that Mrs. Teague is taking care of gathering that information. Finally, you inquired as to the track work. My understanding is that that work is progressing in its normal course. I should point out to you that it is probably going to be necessary for Mrs. Teague to make some additional .borrowings in order to cover the operating expenses she is now incurring incurring up to opening day. Obviously, any such .borrowing will be documented to you.

I received today a letter from Mr. Bromage of Indian Head Bank North, enclosing a copy of their "commitment letter" to Wayne Presby dated April 19, 1983. Aside from the fact that the letter is addressed to Attorney Wayne Presby, rather than The Cog Railway, Inc., I was somewhat confused by paragraphs 1, 2 and 3. Specifically, the last sentence of the first paragraph which states "this is subject to the existing debt of The Cog being repaid out of the proceeds." was ambiguous as to where the money which is to be used to satisfy the indebtedness of Marshfield and Mt. Washington Railway to Girard Bank, Concord National Bank, Lancaster National Bank and Indian Head Bank North, was to come from. As you know, the Buyers are undertaking to satisfy, at the closing, the present loans outstanding to Marshfield and/or Mt. Washington Railway, Inc. from these banks. In any event, I have talked to Wayne about this matter and he assures me that the bank is aware of the fact that the satisfaction of these loans at the closing is an obligation of the Buyer and not the Sellers.

Please let me know when you wish to examine the various records and documents concerning the operations of these corporations that we have accumulated here.

I will look forward to hearing from you. Very truly yours, *James C. Hood*

**NH PUC Hearing Transcript**
**DE 83-132 - Mount Washington Railway Company Petition**
**for Approval of Purchase & Sales Agreement**
**Concord, New Hampshire**
**April 28, 1983 - 1:30 p.m.**

PRESENT: Commissioner Paul R. McQuade
APPEARANCES: *For. the Petitioners*:
Jack Middleton, Esquire & James Hood, Esquire
*For the Cog Railway, Inc.*
John Rolli, Esquire & Wayne Presby, Esquire
*The PUC Staff*
Eugene Sullivan, Finance
Bruce Ellsworth, Engineering
Winslow Melvin, Consultant
Walter King, Rail Safety Inspector
Court Reporter: Robert E. Patnaude, CSR.

***PROCEEDINGS***

COMMISSIONER McQUADE: The Commission will open its docket number DE 83-132, Mount Washington Railway Company. It is a petition filed on April 8th, 1983 of Marshfield, Inc., for approval of a purchase and sale agreement by which the said individuals sh ll sell the issued and outstanding common stock of Marsh field, Inc., and of a purchase and sale agreement by which Marshfield, Inc., shall sell 500 shares of its common stock having a par value of $1 per share for a purchase price of $100 per share. On April 11, 1983, in order of notice issued setting hearing for April 28th, 1983 at 1:30 p.m. together with notice of publication. The Commission at this time will accept the notice of publication

(Mr. Middleton handing paper to Secretary Iacopino.)

SECRETARY IACOPINO: The affidavit of publication shows that the notice of hearing as published in the *Manchester Union Leader* on April 15th through the 21st, 1983.

COMMISSIONER McQUADE: Thank you. The Commission at this time will ask the parties to enter their appearances.

MR. MIDDLETON: My name is Jack Middleton together with my partner James Hood represent members of the Teague family and Marshfield, Inc., the petitioners.

MR. ROLLI : Yes. I am John Rolli and I practice in Littleton with my partner Wayne Presby who is here. And we besides being the principles of this Cog Railway, Inc., we are also the attorneys for the corporation.

COMMISSIONER McQUADE: Welcome. Are there any other intervenors here appearing today. We would ask the staff members to identify themselves, those who expect to participate in the proceedings.

MR. SULLIVAN: Eugene Sullivan, Finance Director.

MR. ELLSWORTH: Bruce Ellsworth, Chief Engineer.

MR. MELVIN: Winslow Melvin, Consultant.

MR. KING: Walter King, Rail Safety Inspector.

COMMISSIONER McQUADE: Gentlemen. At this time the Commission wants to especially recognize a former Commissioner, Malcolm Stevenson, who is with us today. Nice to see you, Mr. Stevenson.

MR. STEVENSON: Thank you, Mr. Commissioner.

COMMISSIONER McQUADE: Mr. Middleton, will you proceed.

MR. MIDDLETQN: Thank you. If it please the Commission, my name is Jack Middleton, together with my partner James Hood are here on behalf of the Teague family are the individual shareholders of Marshfield, Inc., and also on behalf of Marshfield, Inc., itself. I think that our petition probably sets forth the outline of this particular proposed transaction, but I will go through it very briefly and obviously if the Commission has any questions I would be pleased to answer them. The proposal is that the members of the Teague family sell their stock to a new New Hampshire corporation called the Cog Railway, Inc., and Mr. Rollie has already indicated that he not only represents the Cog Railway, Inc, but is one of the principals together with Attorney Wayne Presby, Joel Bedor, C.P.A. and Loxley Ness. And I believe all three of the principals are here and the fourth will arrive soon. So the Commission will have an opportunity to see them in person and to ask any questions which the Commission may want to ask them. The Teague family has acquired the Cog Railway from Dartmouth College in 1962. At that time Arthur Teague, Mrs. Teague's late husband was the principal of that particular operation. Arthur dies in 1967 and since that time the railway has basically been owned and operated by the members of the Teague family. Over the years Mrs. Teague has made gifts of her stock to her children so we have basically as stockholders today Mrs. Teague and her four children. One of the children Fanny Teague Blaggie is here with me today.

MRS. BLAGGIE: Right here.

MR. MIDDLETON: In addition, I also ought to probably introduce to the Commission and present today Alexander Hamilton, Executive Vice President and George Burdick, who I know is well known to the Commission as Chief Engineer of the railroad. Over the years the Teagues have continued to operate the railroad and Mrs. Teague has reached her 70th year and thinks that it is perhaps time for her to step aside to let more youthful and perhaps more aggressive management come into the operations of the railway. I am pleased to say that it appears that Mrs. Teague, that she has been extremely successful in that she has found a group of people from the North Country who are obviously interested and appear to be quite devoted to maintaining and perhaps improving substantially the operations of the railway. So from the point of view of the family, they not only have succeeded in obtaining a sale of the stock of the company, provided the Commission approves, but they have also, I think, obtained a group of purchasers who will perhaps do considerably better in the future than has been done in the recent past. Because they are more youthful, more aggressive and perhaps have better access to capital markets and so forth than has been the situation in the immediate past. At any rate, the railroad has continued to operate as you are well aware through the 1982 season and the negotiations for this present sale have been goin on for some months and coincident with the course of the opening operations of the railroad, the railroad is being readied now for the operation and will be operated this season, hopefully by the purchasers,

provided the Commission approves, but at any rate it is anticipated that it would be operated this season in any case. The ownership of the railroad, as the Commission may recall, is basically the stock of the railroad is owned by Marshfield Inc. and the Teagues are the sole stockholders of Marshfield Inc. The purchasers are purchasing the property through a New Hampshire corporation called the Cog Railroad and the purchasers in addition to purchasing the stock from the Teagues have undertaken in the purchase and sale agreement that are attached to the petition to purchase, $50,000 worth of stock from Marshfield, Inc., so there will be an injection of capital immediately into Marshfield, Inc., in that way. The sales price is $550,000 for the stock of the Teague family. In addition to that, the purchasers have basically assumed some employment agreement with Mrs. Teague and with Charles Teague, who has been the President of Mount Washington Railway Company up to the present time. I think that is generally a fairly broad outline of the proposal. The purchase and sales agreements themselves were attached to our petition and I can go through those and in the infinite detail which they involve, but I am not sure that the detail is particularly significant to the Commission. But if you have any questions I would be pleased to answer them. We would ask that the Commission approve the sale of the stock both by the individual shareholders and by Marshfield, Inc., and also when I finish Mr. Rolli and Mr. Presby will ask the Commission, I believe, to approve their financing arrangements which are an integral part of this transaction. The closing is scheduled for May the 6th, and all other things hopefully equal it will take place on that day and so we present ourselves to the Commission in a situation where we are quite anxious to obtain approval as expeditiously as is reasonably possible. The purchase and sales agreement was dated a few days after our petition here. The negotiations have been going on for some time, and as the Commission is well aware, the time for operations are drawing nigh. May 30th, I believe will be the opening day and I am sure the purchasers have a lot of work that they would like to see done before that time. I think that I have addressed the various points. If there is any particular questions I would be pleased to answer them.

COMMISSIONER McQUADE: I know the Commission is familiar with the background of the offering of your petition and the exhibits and having some working knowledge of the cog railway, I wonder whether at this time you want to just be seated and have a staff inquiry after Mr. Rolli makes his presentation. Mr. Middl ton, Mr. Rolli, the Commission is very concerned about safety. We are going to be getting into safety as well as the transfer of the stock and maybe some other areas as well.

MR. MIDDLETON: One thing I should have said. It is my understanding that George Burdick, who as the Commission knows for several years has acted as our Chief Engineer and has had the approval of the Commission in the past is going to continue on with the new owners, so that there will be not only a degree of continuity but I think some assurances as far as the Commission is concerned that there will be continued safe operations. But I would be glad to sit down.

COMMISSIONER McQUADE: Thank you, Mr. Middleton. Mr. Rolli.

***STATEMENT OF JOHN ROLLI***

My name is John Rolli, that is R-O-L-L-I, and I live in Bethlehem, New Hampshire and practice law in Littleton. I am also the co-owner with Ed Clark of the North Strafford Railroad Corporation, and I am also co-owner of Notchway Motor Inn, in Franconia Notch. I guess I came to this Commission's attention in 1975 when we first started negotiating with the Public Utilities Commission for the contract to operate the Beecher Falls line. And after two years of negotiating with the PUC which was in charge of operations of State owned railroads at that time, we were able to sign a contract in early 1977. And we began operating the Beechers Falls line in May of that year. So with Ed Clark I have been in the railroad business, the freight railroad business since that time. And I have had five or six years now to learn about the main line railroads and have spent quite a bit of time every day involving myself with railroads. Besides the railroad, as I said, I am involved in the Notchway and that gives me, that is a motel/restaurant, and that gives me quite a bit of experience in the tourist-oriented business. So I think that gives me a little background for being at the Cog, having run both of these businesses. We became interested in the cog railway or I became interested this last summer. I have always been somewhat interested, I am not a railroad fanatic or a rail buff or anything like that. I guess I am a businessman who knows something about railroads, and after seeing various things in the press about the sale of the cog railway, I began to think that maybe I could do a better job than some of the various proponents that I then heard about or read about. We began looking into this possible acquisition of the business, and the main thing that I felt was a very very important point was, as I told Ellen Teague, if all I can do is raise enough money to make a bare purchase of the business then I am not interested, because from what I could see there

was a need for a substantial amount of additional capital that would be spent in the form of work on locomotives, the track and base area. We then set out on a seven month negotiation with Mrs. Teague, her attorneys and her broker. And probably a four month negotiation with the Indian Head Bank to obtain this financing. My partner Wayne Presby can in a while tell about the details of the financing such that we now are at the point where we have a reserve of several hundred thousand dollars that is going to be available for capital improvements. I don't intend that as a criticism of Mrs. Teague, and I think if I was selling a property as she was, she has been trying to do for the last couple of years, I probably would not have been pouring money back into the business either. When you try to sell something you generally stop putting money in so it is not a criticism it is just from my point of view I think really for the needs of the public and safety of the line and its financial future, it needs some capital infusion. And I think we are ready to do that with what we have raised in preferred stock and what we have put in ourselves and what the Indian Head Bank is providing. And there is also a New Hampshire business development company which is putting in some financing. We intend as part of our improvements a major overhaul of the whole base area. Revising the parking, the whole nature of the attraction. At the base we want the base to be an attraction in itself. We found in talking to Mrs. Teague and Mr. Hamilton that a many as three or four hundred thousand people a year visit the base area. And depending on the situation, maybe 25 to 50,000 are all that go up the line. So we feel there is a demand for something at the base, by the fact that so many people show up and get out of the car and look around. A week ago Tuesday I was up there in blinding snow squalls. During the hour I was there, three tourists pulled in and got our of their cars and Lord knows what they see, but there they were. But there is that much of an attraction. We have talked abut various craftsmen, we are going to have people, New Hampshire craftsmen because that is what we think the tourists would like to see among other things, basket makers, maybe a glass blower, the potters, the weavers, a lot of people that do things like that in the North Country, and we would like to have them over there so the tourists can visit with them, find out what they are doing. We have been contacted by someone from the New Hampshire, well, let's say Indian Council, who might like to have an exhibit about the New Hampshire Indian lore up there for the tourists to see, and we would like to cooperate with them. One of our major revisions that we would like to see is to give all of these tourists a little ride, just a taste so that if they don't have time or the money they can say, well, they were at the cog railway anyway. We are going to do that by moving the parking lots downhill and have everybody get on down where the engine house is now and go up as far as Marshfield, where they can get off and see some of the exhibits where we will have some other steam related exhibits on display there along with the crafts people. And then if they want to buy the ticket to go up the hill, why that is fine. So we want to just bring up the whole base area. As far as the mechanical department and the railway itself, we have budgeted a substantial amount in the capital budget for work on the locomotives. We are very safety conscious. I know Mr. Burdick is the Chief Engineer. I expect like Harry Truman says, the buck stops here. I am going to be the President of the company and I am going to be there every day, probably six days a week. I am going to hang up the lawyer's hat for the summer. And I am going to, who is responsible for safety, I am. And you know, and everyone else down the line in the mechanical department. It is something that I am not going to sluff off and say, well, the Chief Operating Engineer or the Chief Mechanical Engineer, you take care of that, and don't tell me about it. I am going to be very heavily involved in being both in the shops and out on the line. I walked part of the line a couple of weekends ago, my legs still ache a little bit from that, and now I have seen some things and Andre Desjardins, the Track Foreman is here and he knows there is some work that has got to be done and we are going to do it. We have budgeted again heavily, we are maybe talking about an outside contractor coming in and doing some of the work on the track from Marshfield down and that would be a company called Contractor, which is a company that has done work on the Beechers Falls under contract with the State of New Hampshire. I believe they had maybe two or three probably two other contracts or subcontracts on the Concord/Lincoln line. so their work is pretty much known. And their equipment could do that sort of work on the flatter part of the railway, our own people are going to have to do the work on up. Another one of the features we want to put in is a halfway house or an observation platform at the Wawnbec tank. A platform with a shelter. The reason for this is there are many days when the whole summit is in the clouds, but down at Waumbec it is in the clear. And people would maybe rather ride up there and then come back down again rather than go up into the inclement weather. Also a roundtrip to the summit right now takes close to three hours and a lot of the tourists and especially the tour busses, which is really on the upswing in the North Country, is a feature of our tourism, don't have three hours, but they might have say one hour that a trip up to the Waumbec would take. People would be able not only to see the view but watch the switching operation at Waumbec so they would have something for their money. They would have a taste of the whole trip and maybe

they would like it and next year they will come back and go all the way up. So we have a rather ambitious program. Obviously we can't get it all done between next Friday and Memorial Day, but we have a lot of things in place and ready to go. Besides ourselves, I guess I should add we hired as a full time General Manager a man named Bob Shafer. Bob is a self made man, I think he had a steel company in New Jersey which he sold. He is in his late forties and the past few years he has been General Manager of the Bretton Woods, Mount Washington Hotel complex. There was a difference of opinion with the owner and he left there, but he has the experience of running a major tourist operation such as that, and we think he is going to be very valuable to us. Where we are now is we are ready to go. We have sold preferred, we have got deposits, the money for the preferred stock, the sale is of course contingent upon your approval of this transaction. The bank is lined up. Our money is lined up. It is all held in escrow in the bank. And if we get a positive opinion from this Commission we hope to close next Friday and Mr. Ness has got his bulldozers and trucks slated to be up there already. And we are just waiting for the flag to drop to start business. Mr. Ness' son and mine were up there yesterday dragging brush for the loggers who has cut the brush up there and is clearing for the parking lot and we are really looking forward with a lot of anticipation to getting on with this.

COMMISSIONER McQUADE: Mr. Rolli, thank you for the background. ou mentioned Mr. Presby was going to make a statement.

MR. ROLLI: Mr. Presby is going to outline the financial situation.

***STATEMENT OF WAYNE PRESBY***

My name is Wayne Presby, I am John Rolli's partner in the practice of law in Littleton, New Hampshire. I am going to quickly outline what we have for a financing package here. The Cog Railway Inc., the New Hampshire corporation was formed with three classes of stock. It has a class A common stock, one hundred shares at $10 par value, it has a class B common stock which elects one director, two hundred shares at a $1,000 par value, and it has 299 shares of preferred stock, $1,000 par value. In addition to the stock in the company, of which the class "A" common is held by the principals, Mr. Rolli and myself and Mr. Ness and Mr. Bedor, we have been selling pursuant to exemption 201/504 under regulations of the Securities and Exchange Commission the preferred stock of our company. That stock has been registered with the insurance department and Mr. Rolli is listed as the agent for the issuer, the Cog Railway, Inc. In addition to the stock sales, Indian Head Bank North has agreed to finance the acquisition by approving a $767,000 loan to the Cog Railway, Inc., which is to be personally guaranteed by the principals. This loan bears a 1.51 interest rate over prime. It is athree year maturity and a 15 year amortization. In addition to that loan we have also given tentative, been given tentative approval from the New Hampshire Business Development Corporation of an additional $100,000 loan which will bear basically the same interest rate as that being offered by Indian Head Bank North, except that this loan will be subordinated to all payments to Indian Bank North. In addition to that, Indian Head Bank North has guaranteed us a line of credit, a renewable line of credit for each season of $100,000 per year for start up money in the season. That basically outlines the financing. If Mr. Kennedy has anything to add I would hope that he would stand up.

COMMISSIONER McQUADE: Thank you, Mr. Presby. He is not standing. At this time we will take a stretch break and I will ask the staff members to work amongst themselves as to who will go first when we talk about finances or safety or you may have some recommendations to the Commission to expand these hearings. We will take a stretch break while you people consider.

*(Whereupon the hearing was recessed.)*

COMMISSIONER McQUADE: We are back on the record and the parties have had a chance to discuss amongst themselves the procedure for this afternoon and the Commission recognizes Mr. Ellsworth.

MR. ELLSWORTH: Thank you, Mr. Commissioner. I have a few questions regarding operations and safety which I think probably can best be addressed to you, Mr. Rolli.

COMMISSIONER McQUADE: And I think in the interest of the procedure we will have Mr. Rolli come up and be sworn.

*(Mr. Rolli duly sworn and cautioned by Mr. Patnaude.)*

***JOHN ROLLI, SWORN CROSS EXAMINATION***

***Interrogatories by Mr. Ellsworth:***

Q. The Department that I represent here this afternoon Mr. Rolli, is going to be concerned only with operation and safety. And when conclude, and it will be reasonably brief, and Mr. Sullivan will have some questions regarding the financial aspects. As we go along if you would like to refer to anyone else on your staff to help, I am sure that the important thing is getting the information on the record so please feel free to do that.

A. Certainly.

Q. You have indicated the names of the four principals. And you indicated that both, that Mr. Burdick will be back and Mr. Shafer will be the general manager?

A. That is correct.

Q. Who will be charge of the operation?

A. Me.

Q. And will you be on site at all times?

A. Well, six days a week, say.

Q. And to the extent that we will have a desire or a need to visit you and make inspections regarding the railroad operations, who should we address our concerns to or who should we come to first?

A. Me.

Q. You, okay.

A. The buck stops here.

Q. Could you give us a summary of the capability, the railroad expertise that will be a part of your organization beyond Mr. Burdick?

A. Well, of the group of principals involved here, I am the only one with railroad experience. A lot of what we have to deal with of course, you might say civil engineering type work. Loxley Ness, who is sitting in the back of the room there has been in the construction business for just about all his life, and also he is well, you might say, in the mechanical business, he right now is besides construction his occupation, he buys and sells heavy equipment and works on it. So he is very mechanical and very civil oriented. But as far as direct railroad experience, it is me. Now, from the, I guess I have to add from the steam point of view, my earliest recollection of my father was when I was a youngster and he was studying steam. He is a steam engineer, retired now in Massachusetts. He is 67. My brother is a steam engineer in Massachusetts and I used, they learned steam by what they called the questions and answers. They have these great books of questions and answers on the steam problems and I used to, when my brother was two years behind me, go through the questions and answers with him every night and so I have known about steam all my life, I guess.

Q. Mr. Burdick will remain as Chief Engineer, did I understand?

A. That is right. You know, we certainly hope he will. If for some reason he choses to leave, if it were on short notice my partner Ed Clark, who is with me on the Beechers Falls line has said that he would come down and help me over the hump. I would hope we never need to rely on that. But Ed, I think the record should show, was the General Manager of the Cog Railroad for probably three years before Mr. Burdick came in and I guess while I have been running the Beechers Falls line with Ed he has been filling me with Cog Railroad lore besides. If there was a problem, you know, we would get someone skilled in that field.

Q. Will your shop personnel and maintenance personnel remain?

A. We have invited everyone back, and as far as we know they are coming. We hope to, we have been contacted by a couple of people who claim they have got expertise in the steam business that we are going to interview to help augment the shop. Because I want to do a lot of work on those locomotives and time is so short and getting shorter

Q. Mr. Middleton made reference to, I understand, to some continued relationship with the Teagues. And I think he used the word continued employment by the Teagues. Could you clarify that for us, please?

A. Those are consulting contracts. Ellen Teague has signed with us a ten year consulting contract. She is in the summer she is going to live in Whitefield, she has built a new home there and she will be available on a daily basis, if need be by telephone. She is not going to be out there running the show because that is me and we can't have, you know, we just can't be tripping over each other and, you know, the problems when you have a shift over in management. But then again she has been there for quite a few years now and I intend to draw heavily on her experience.

Q. Will this transaction involve everything in the basin including the cog and all the related tourist facilities?

A. The whole ball of wax, right.

Q. Right. And just for clarification, the figure $550,000 was used earlier and then the figure $767,000 was used. Could you explain those two figures, please.

A. $550,000 may be the figure before real estate commissions etc. that the Teague stockholders walk out of the closing with. The $767,000 is the amount of the loan from the Indian Head Bank, plus between two and three hundred of our own and preferred stockholders' money. I want to go in not under capitalized and I need the money, the reason for so much money is we have got to put it into hard assets.

Q. If this transfer comes to fruition, can you be prepared to provide us with an emergency list of personnel to contact in case of an emergency?

A. Certainly, yes.

Q. A list of your people to contact and a list of our people to notify?

A. Yes.

Q. Can you continue as the Teagues have done to contact us immediately, if any incident occurs?

A. Yes. Certainly. I believe on our Beechers Falls line we have given you a list in case anything happens and we have been prepared to contact you. Knock on wood, we haven't had to ring the bell yet.

Q. Do you expect that you will be maintaining the same rate levels as you open this spring that are now in effect in the current tariff?

A. For the summit, yes. We want to get a gate charge to pay for some of the work that we are doing at the base. Now, that is not directly rail related, as you say, it may relate to the little short shuttle, we are talking $2. People going to the summit would pay $18 so that the total amount of the tariff that is on file right now really wouldn't change for anybody who is paying to go to the summit, they would pay $2 to get in and $18 to get to the top. I have seen the Waumbec, I think you have. I think it is $7 on file right now as the figure and I think I might want to ask to lift that to 10 because we are putting this platform and shelter house up at Waumbec, and I think because of that I might like to see a little more so we can get that paid for. By the way, we are not putting the refreshment facilities in there because we understand that the State itself operates the lunch counter at the top, and we really don't want to have the State of Ne Hampshire feel that we are trying to draw money out of its pocket, which is pretty empty these days we under stand. So we tell the tourists, if you want the refreshments you are going to have to go to the top and buy it from the State.

Q. If you do add any rates or propose to change any rates you are prepared to come before the Commission for approval, at least as the statute stands now?

A. Yes, I am.

Q. Finally, I would like to bring to your attention a report and order that the Commission issued on June 7th, 1982, which was report and order number 15,693, and I bring it to your attention because in that report and order there were 17 safety measures that the Commission directed upon the Mount Washington Railway Company. Are you familiar with those requirements?

MR. MIDDLETON: It was June 7th, 1982.

THE WITNESS: I have seen that. Brother Middleton has shown me that order.

***Interrogatories by Mr. Ellsworth:***

Q. And are you prepared and willing to carry out the safety requirements as we directed of the Mount Washington Rail road Company in that order?

A. It is my understanding that that has substantially been carried out to this point say for the work on the tracks between Marshfield and the engine house itself. And, yes, we are prepared to pick up the piece that wasn't done and also of course to be in continued compliance.

MR. ELLSWORTH: Those are the only questions I have, Mr. Rolli. I would like to defer to Mr. King.

***Interrogatories by Mr. King:***

Q. Mr. Rolli, my questions will relate strictly to the safety aspects of the track and the operation.

A. Yes.

Q. When you referred to yourself as being the principal party involved, who is going to be the person to say that this is safe to run or this is not safe to run?

A. Well, I would expect that I would have the ultimate authority. I would like to think that anybody in the company would feel that anybody who is in operations from the newest brakeman or the rawest track worker on up could come to me and say they have just discovered a rotten beam, for example, and it is not safe. And I would like to think that, you know, that anybody who worked for me would feel that they could bring that up. I would also, you know, expect to rely however within the chain of command. In other words, any track that somebody feels is unsafe would first report to Andre Desjardins, the track foreman for his consideration rather than come running directly to me. In the mechanical department there is a chief operating engineer that I was introduced to a couple of days ago named I think Moody was his last name who is apparently the one that gives the tests to the other engineers. I would expect he would be the first one the operating people would go to and then the next level above that would be Mr. Burdick. Mr. Ness is a Vice President of the company and he is going to be in or around the shop and virtually full time. I guess being a lawyer and seeing all the lawsuits that end up, you know, being filed against companies for every little thing, I would like to think I would be more gun shy than people who have been there a while and might be able to say, well, it has always been that way, and it is safe. Now, for my own edification or conscience or whatever, we want to say, I have talked to OSMOSE Corporation, which inspects trestles and also makes recommendations about either treating wood, that they have an epoxy treatment or replacing them, and for five hundred and some odd dollars today they will be coming up sometime within the next month and they, what they do is they conduct, they take corings and we are going to hit the major trestles and see just what is inside. Because as you know, Mr. King, a beam can look nice on the outside and be virtually hollow or have surface decay and be very sound inside. And they are known in the industry as the experts. And it is worth it to me to pay the money to have them come up and let me know right off the bat what I have got to put out in the form of trestle repair. Now, I know there is a schedule of replacement, for example, on Jacob's Ladder that is being undertaken, but if OSMOSE came in and said, look, I really think you really got to do the whole thing right now, that is what I would have to do.

Q. Is it my understanding then that you will be taking advice from your principals in the various departments, Andre Desjardins for track, Mr. Burdick in what area?

A. Mr. Burdick is in the mechanical and as far as locomotives safety. If he came to me and said, well, for example, there is a locomotive that is out of service, the number 6, which George has said has a longitudinal fissure and I said a longitudinal what? A longitudinal fissure, he says, a big crack, a big crack in the boiler, I am not going to run it, so, yes, I intend to rely on these people

Q. In the operational field itself of the crew, who would you be relying on there?

A. Well, it depends on to what regard. As far as personnel matters, Bob Shafer is the overall general manager and is going to deal, you know, with all personnel. I guess if it was something technical I would have to consult with whatever, whoever is best, you know, qualified within the system right now. For example, if it is

strictly machine matters, I guess they have Arthur Minot who I have been told is the best machinist in the area who works up there and I am certain he would tell me if, you know, if something was right or not right there. I really want Bob Shafer, however, to deal with the day to day headaches of personnel relations. At the Notchway last summer we had a problem, a couple worked for us and they are getting divorced and you have the tension and all that. And I don't need that. I think my time is a little better spent on other things.

MR. KING: I have no further questions right at the moment.

COMMISSIONER McQUADE: Mr. Melvin.

MR. MELVIN: I have no questions.

COMMISSIONER McQUADE: Thank you. Good afternoon, Mr. Sullivan.

MR. SULLIVAN: Good afternoon, sir.

***Interrogatories by Mr. Sullivan:***

Q. Mr. Rolli, Mr. Middleton, I am going to ask some questions that may be related to data which we would need in case there was a future rate case before this Commission.

A. Yes.

Q. I understand there is a law now in process in the Legislature, house bill 508, which would exempt tourists at- tractions from filing rate schedules with the Commission. But as it hasn't passed I am going to have to lay some sort of a foundation in case it doesn't pass.

A. Certainly.

COMMISSIONER McQUADE: Even though we support that law.

THE WITNESS: I am very pleased to hear that.

***Interrogatories by Mr. Sullivan:***

Q. At the present time the Marshfield Corporation is the holding company or the major company in that it fully owns the stock of the cog railway?

A. If I can just be, because we use that as our corporate name

Q. Oh, I am sorry.

A. I don't want to muddy the record up.

Q. The Mount Washington Railway.

A. Yes.

Q. You are buying the stock of the Marshfield Corporation that is presently outstanding and an additional 500 shares, is that correct?

A. I guess I have to ask Wayne, is that for an additional 500 shares?

MR. PRESBY: Yes.

THE WITNESS: All right.

A. That is correct.

Q. Now, once you purchase that stock it will be owned by the Cog Railway Incorporated?

A. That is correct.

Q. Do you intend to eliminate the holding of that stock and incorporate it all into the stock of the cog railway?

A. Not initially. Our accountant, Joel Bedor, the C.P.A., is here and somewhat down the line we may want to consider merging all of this corporate structure back into one corporation. That is not immediate, however. In other words, Joel has said we ought to think about rather than having three corporations to run one

business, you know, let's think about it sometime in the future whether it will be advisable. But I can't say right now we have any merger plans in preparation because we don't. We have got too many other things to do right now so that we are going strictly under the present corporate set up.

Q. So in accordance with the present corporate the Mount Washington Railway Corporation would be the utility and Marshfield would handle any of the non-utility business that transpires?

A. Yes. I understand that is the way it is now and we would be continuing to do that.

SECRETARY IACOPINO: And all of the stock of Mount Washington is owned by Marshfield?

THE WITNESS: That's correct. And all of the Marshfield will be owned by the Cog Railway Inc. Am I right Wayne?

MR. PRESBY: That is right, John

SECRETARY IACOPINO: Do we have any numbers for the amount of stock outstanding or issued from Mount Washington and to Marshfield?

THE WITNESS: I will have to ask Jack Middleton.

MR. MIDDLETON: Marshfield's issued an outstanding stock is 2,000 shares. I think the Mount Washington Railway issued an outstanding is 100 shares which is owned by Marshfield. .

***Interrogatories by Mr. Sullivan:***

Q. Both the agreements that I sea exhibit "A" and "B" there is a reference to a section, a possible section 338 transaction under the IRS regulations. Could somebody expand on that for me? Will somebody expand for me and tell me what the intent of that is, can Wayne Presby?

COMMISSIONER McQUADE: Mr. Presby will you be sworn, please?

*(Mr. Presby duly sworn and cautioned by Secretary Iacopino.)*

***WAYNE PRESBY, SWORN CROSS EXAMINATION***

At one time we had considered under 338 to treat the sale of the stock as a sale of assets, thereby allowing us to increase the basis of the assets that we were purchasing for depreciation purposes. Through subsequent negotiations we have more or less decided to drop that and are just going to be going wit the straight sale of the stock with no reevaluation of the assets and no election under 338. There was a provision in the agreement that allowed that if perhaps we did close that we were going to write off certain obligations of the shareholders to the corporations. But as it stands right now those obligations will be paid off and no election will be made.

***Interrogatories by Mr. Sullivan:***

Q. You are talking about the tax obligations that the pre- sent owners might have?

A. No. I am talking about loans, corporate loans that were made to the Teagues.

Q. And those will be written off prior to the purchase, I mean, at the time of the purchase?

A. That if we would have made the election those are going to be written off. We are not going to make the election so they are going to be paid back to the companies.

Q. Fine. I guess that is the end of that line of questions.

MR. ROLLI: Since we are on the financial thing and there is a lull in the questioning, one of the questions that we had certainly and you probably have in the back of your mind is, can we pay for all this? Do we really think with what the business can do and is going to do, can we pay for it. And of course that was the other item that was back when we decided whether we were going to follow through on this, you know, whether we could pay for it. Joel Bedor, our accountant has gone through and put a tremendous amount of hours in projecting cash flow income and outgo of the company, and not only that he says we can and we ought to be able to do it handsomely, but the Indian Head Bank had probably a two month long review process starting with the Indian Head Bank North in Littleton and going through their various loan committees and their Board of Directors

and then Indian Head National Bank of Nashua going through their credit department and various of their other committees of evaluating the loan and the whole financial history of business, we did have to furnish a number of previous years of figures which Brother Middleton was kind enough to furnish us, and their review said, yes, because they are not going to loan us that kind of money, put their own neck on the line unless they feel there is a good chance of, you know, as bankers go, of 100% plus chance of getting repaid. And I think they feel confident and that is why they are standing in to the extent that they are. You know, the 757 or 767, whatever that is, plus $100,000 immediately, if they didn't see that money there, the ability to pay that back, they would have wouldn't have signed this agreement.

Q. I talked to Mr. Presby on the phone the other day and he mentioned the fact that he had a pro-forma, some proforma statements tied together and I suggested that he might bring them with them and wondered if you could submit them as an exhibit in this case.

MR. PRESBY: What i will submit to you is our memoranda and in the back there is several different sections on financials. Would you like to see them.

COMMISSIONER McQUADE: The Commission will take a five minute recess while the parties look over the proposed exhibit.

*(Whereupon the hearing was recessed.)*

COMMISSIONER McQUADE; We are ready to start again. The Commission is pleased to have ex-Commissioner Stevenson sitting with him this afternoon. He has been an old friend and a good friend of the people of New Hampshire and we are glad to have you up here---

MR. STEVENSON: Suffering with you.

COMMISSIONERMcQUADE: Suffering with us. We will proceed, Mr. Sullivan.

MR. SULLIVAN: I don't know where to start, Mr. Commissioner. I just had a very fast explanation of the financial transactions. And I have been given a copy of the offering memorandum and the preferred stock that was mentioned for the preferred stock that was mentioned earlier, and I would like to mark that as an exhibit.

COMMISSIONER McQUADE: Do you have any objection?

MR. ROLLI: No objection at all.

COMMISSIONER McQUADE: If you will read the title to us please and we will enter it as an exhibit.

MR. SULLIVAN: It is entitled, Offering Memorandum, The Cog Railway, Incorporated, a New Hampshire Corporation.

COMMISSIONER McQUADE: And the date?

MR. PRESBY: I believe it is March 1st, 1983.

COMMISSIONER McQUADE: We will accept that as March 1st, 1983.

*(So marked by Secretary Iacopino. as exhibit number 1 for identification.)*

MR. ROLLI: Perhaps to clear up the record, I guess you submitted those, Brother Middleton, we are talking about the purchase and sales agreement.

MR. MIDDLETON: We submitted them as part of our petition. We have got eight copies of each if you want them we will be glad to give them to you. One of each, it is up to the Commission. We have got one for each Commissioner and Mr. Iacopino.

COMMISSIONER McQUADE: Why don't we accept your offering, we will take them.

SECRETARY IACOPINO: There is a purchase and sales agreement that is dated the 12th of April and on the first page it has also indicated Article 1, and I would suggest we mark that as exhibit 2.

COMMISSIONER McQUADE: Thank you. It is accepted as exhibit 2.

SECRETARY IACOPINO: And we also have a purchase and sales agreement that is also dated April 12 and I would suggest that we mark that as exhibit 3.

COMMISSIONER McQUADE: Accepted, thank you.

*(So marked by Secretary Iacopino.)*

MR. SULLIVAN: Could I ask in these sales agreements there is a gap in the exhibits between 2 and 5, if there was an intention to file exhibits 3 and 4 as part of those agreements?

MR MIDDLETON: I guess they were, you see the purchase and sales agreement was not signed as of the date that we submitted those to you, and they were added later as sort of a preliminary closing we had in Littleton. So they are, if you will look at the present exhibit, Mr. Sullivan, you will find that those schedules are all contained in the present exhibit.

MR. SULLIVAN: The one you just submitted?

MR. MIDDLETON: Yes. All the schedules are there.

***Interrogatories by Mr. Sullivan:***

Q. Mr. Presby, I don't know where to begin, but you told me a lot of things while we had our brief recess. And I think there are some things that you would like to get on the record, that we would like to get on the record, especially would you tell me what the change has been between the advances that are outstanding to the railway by the owners, I mean, to the owners by the railway.

A. Okay. It is my understanding that some loans have been made by Marshfield, Inc., and the Mount Washington Rail- road Company to the Teagues to the present value of $96,600, I believe. In addition to that, the railway and Mount Washington Railway and Marshfield have a combined indebtedness now of $215,000. One of the things which we had to hammer out during the negotiations was how to alleviate that debt burden of the companies and this is where we struck upon the payment of $50,000 to Marshfield for some of its authorized but unissued stock and the repayment of the outstanding loans to shareholders.

Q. So you struck a medium of $50,000 even though there were $96,000 outstanding?

A. No, no, not at all. $50,000 was to be paid for some of the authorized but unissued Marshfield stock. And in addition to this the Teague family was to pay off their outstanding loans of $96,600, bringing us up to a total of $146,600. This was to be used to pay off the outstanding loans of $215,000.

Q. You mentioned also the consultant's fee was being funded. Would you tell us that again.

A. There are two consult-ing contracts involved in this sale. One with Mrs. Teague at $30,000 per year over 10 years and a second with Charlie Teague at $15,000 a year over 20 years. Mrs. Teague's contract is being guaranteed by the Cog Railway/Marshfield and Mount Washington Railway Company. The contract to Charlie Teague has been assumed personally by the principals. Each of us has signed on that although it is guaranteed by the companies as well. At this point the agreements do contain a provision allowing the assignment of those contracts back to the companies at such point as the bank may give us approval to do that.

MR. ROLLI: The purpose of that, Mr. Sullivan, was to lighten the company's burden by the $15,000 a year that Charlie would be getting. So that it would have to come out of the principals' pocket personally until we can show the bank that the way we are running the company is strong enough that it can pay that extra amount. Similarly, the bank has introduced a restriction upon the principals that we can't take a nickel for our services of payroll. In other words, until they can review the first months financial statements and see where we are going, and if it doesn't look good then they may make us sit back a year before we can take any- thing out. The only money that would be going out is Mr. Ness' doing with his construction equipment, he would be doing some construction work and he would be paid for that, but he won't be paid for his work as an employee of the company.

Q. Before it was mentioned that the new corporation might have an easier and greater access to the capital markets. And I guess looking to the future if more money is require to be put into the corporation and the Indian Head Bank owns the first mortgage, how would you expect more capital to be infused into the corporation?

A. One way would be for the continued sale of preferred stock. We could file a new offering. We have been fairly successful at selling that preferred stock. And the, well, I think when that statement was made it was referring to the fact that we already have through the Indian Head loan and this preferred stock raised an amount substantial y in excess of the money needed to complete the sale. We will be paying down that Indian Head loan. It won't be like a house mortgage where you pay the first year is say 90% interest and 5% on the principal. There is a $50,000 a year principal reduction required. And so very quickly we would have, we will say $50,000 a year be taking the principal down. The terms of the mortgage are going to allow renewals to bring it back up to that amount, if we can show good cause like capital improvements. And I think between the bank and the preferred stock, I think we have already shown we have got quite a capital raising ability. I suppose that seems to me when you get the telephone company in this morning, I guess it seems like really a bit of dust.

Q. It was mentioned before that the Indian Head Bank would have a three year maturity and a 15 year amortization. Could you explain what you mean by a three year maturity and a 15 year amortization as explained to me by Mr. Brommage (?), who has really been spearheading his loan committee along with his associate Mr. Kennedy, the three year maturity is in there just for purposes of renegotiating the terms of the loan, and the 15 year amortization, I don't really believe that holds now because of the re- cent, well, I shouldn't say recent, that is what is on their loan proposal but what they are really talking abou now is equal amounts of principal pay down. So it is not really an amortized loan in that respect, but perhaps David can enlighten you on that better than I myself.

COMMISSIONER McQUADE: I think we understand it, don't we, Gene, it is a three year roll over for 15 years.

MR. SULLIVAN: Now I understand. I thought I had a grasp of it.

***Interrogatories by Mr. Sullivan:***

Q. When and if these financing documents are approved and finalized, could we ask that a copy be sent to the Commission?

A. (By Mr. Rolli) Certainly. You would have no problem with that, David?

MR. KENNEDY: No. They are your documents, they will be your documents.

MR. SULLIVAN: That is all I have

COMMISSIONER McQUADE: Thank you, Mr. Sullivan. Mr. Parmenter, do you have any questions?

MR. PARMENTER: No questions, Mr. Commissioner.

COMMISSIONER McQUADE: Mr. Iacopino?

SECRETARY IACOPINO: One question for the record.

***Interrogatories by Secretary Iacopino:***

Q. The statute requires that all of the outstanding stock be acquired or some rights would go to the agreed stock- holders. I understand you have negotiated for the purchase of all the outstanding stock?

A. (By Mr. Rolli) Yes. It is my understanding that the stock now has been signed and it is being held in escrow at the Indian Head Bank waiting the approval of this Commission in order to let the deal go through. Mrs. Teague herself may well be on vacation in Switzerland by the time of the closing. I believe she signed everything that we and certainly Mr. Middleton can foresee she needed to sign in order to complete the closing.

COMMISSIONER McQUADE: Mr. Rolli, Mr. Presby, do you have any more testimony that you would like to give here this afternoon.

MR. ROLLI: I don't feel we need to go any further right now unless the Commission feels further testimony is needed. We do have here and available certainly the other principals, Loxley Ness, Joel Bedor, plus certain of the key employees, Mr. Burdick, Mr. Desjardins and Mrs. Desjardins but unless we need to get into very heavy, oh, excuse me, Mr. Hamilton, I am sorry, I didn't mean to overlook you. But unless there is some feeling that we have missed something perhaps we can pass by that right now.

COMMISSIONER McQUADE: Fine. Mr. King has a further question.

MR. KING: Yes. I would like to back up to operations, Mr. Rolli. I am acquainted with the track foreman, Mr. Desjardins and the mechanical person who is going to be in charge of that, Mr. Burdick. Mr. Shafer, I am not, and therefore I want to get into a little bit of who is going to qualify any new crew members or present crew members for upgrading from brakeman to fireman, fireman to engineer.

MR. ROLLI: Mrs. Desjardins told me that that is currently done by the chief operating engineer who is David Moody.

MR. KING: He will retain that responsibility?

MR. ROLLI: Yes. That is correct. So we don't anticipate any change whatever from the present system. I understand there are written exams that are given besides performance tests. And it sounds like a system that has been working and I don't see any need at all to change that.

MR. KING: That is it.

COMMISSIONER McQUADE: Thank you. Mr. Rolli, would you like to make a closing statement.

MR. ROLLI: I think perhaps I have said enough, Mr. Commissioner.

COMMISSIONER McQUADE: Well, you are both excused then.

MR. ROLLI: Thank you very much.

COMMISSIONER McQUADE: Mr. Middleton, would you like to make a closing statement?

MR. MIDDLETON: Yes. I would. Very briefly. I would like to express my thanks to the Commission and also the present Commission and also the former Commission for many many years a very enjoyable relationship. We appreciate all of the help and cooperation we receive, sometimes under very very adverse circumstances. And it is particularly pleasurable to have because every since I got started with the railroad, Winslow was the man that we dealt with on an annual basis. And it is nice to see that he is still here at.the same old haunt and we are certainly appreciate all the help we have had over the years from Bruce and Walter and the Commissioners and we thank you very much.

COMMISSIONER McQUADE: Thank you for the kind words. The Commission is aware of the time constraints of the parties and we will move expeditiously. And with that this hearing is concluded. Thank you all for your participation.

*(Whereupon the hearing on DE 83-132 was herewith closed.)*

**John Rolli Letter to Jack Middleton**
**RE: Cog Railway**
**May 2 1983**

Dear Jack:

As you are probably aware, Wayne Presby and Joel Bedor were at your offices this past Friday to review the record of payments made by Marshfield and Railway since December 31, 1982

There were several payments made which do not come under the heading of company business or which were in excess of past payments to wit: (1) Ellen Teague received $5,000 over her customary salary; (2) Bob

Wood was paid additional sums for work necessitated because of the sale; (3) Eugenia Hospital was paid $2,250.00, Montgomery Psychiatric $667.000, and White Mountain Mental health $207; Bell Telephone of Pennsylvania was paid in excess of $350.000. In addition, they found that McLane, Graf Raulerson, and Middleton has been paid in excess of $8,000 already and has an outstanding bill of $8,800. These bills are all clearly personal item which have no business being paid by the companies I am to purchase. You yourself assured me on March 17th, that any irregularities in these accounts would be cause for adjustment at closing. I realize that it may appear as if we have an unlimited supply of capital, but believe me, we have barely enough to do what is necessary to put the railway back on its feet and any of these additional expenses would make it much more difficult. I know that Ellen has harassed you about the legal bills in this matter and is now trying to get us to accept them, but as you and I both know, none of these bills is ours or the companies' responsibility. Everything that was done pursuant to this sale was to enable Ellen and her family to sell their stock. Anything done for the company was as an accommodation to the Teagues. I cannot fairly be asked to pay Ellen's legal bills or other personal expenses.

Very truly yours, *John M. A. Rolli*

**Re: Mount Washington Railway Company**
**DE 83-132, Order No. 16,406**
**68 NH PUC 331**
**New Hampshire Public Utilities Commission**
**May 5, 1983**

ORDER approving the transfer of ownership of a corporation and its railway subsidiary to a separate railway company.

**CONSOLIDATION, MERGER, AND SALE**, § 42 — Generally — Transfer of railway company ownership — Terms and conditions.

[N.H.] The commission approved a corporation's purchase and sale stock agreement which would effectively transfer control of the assets of said corporation and its railway subsidiary to a separate railway corporation; the commission required the filing of an audited annual report so that an assessment of the financial condition of the transferee utility and its affiliates could be made.

**APPEARANCES**: Jack B. Middleton for the petitioner; John Rolli and Wayne Presby for the Cog Railway, Inc.

**BY THE COMMISSION:**

***REPORT***

On April 8, 1983, the Petitioner, Mount Washington Railway Company filed with this Commission a petition for approval of a purchase and sale agreement by which the stockholders of Marshfield, Inc. proposed to sell the issued and outstanding common stock of Marshfield, Inc. and for approval of a purchase and sale agreement by which Marshfield, Inc. shall sell 500 shares of its common stock having a par value of $1.00 per share for a purchase price of $100 per share. The intent of the petition is to effectively transfer control of the assets of Marshfield, Inc. and its subsidiary the Mount Washington Railway Company to the Cog Railway, Inc.

On April 11, 1983, an Order of Notice was issued setting a hearing for April 28, 1983 at 1:30 p.m. at the Commission's Concord offices. Notices were sent to Jack B. Middleton, Esquire for publication and the Office of Attorney General. On April 26, 1983, an affidavit of publication was forwarded to the Commission certifying that notice had been made in the *Union Leader* on April 15 and 21, 1983.

The hearing was held as scheduled. Counsel for Marshfield offered a purchase and sale agreement dated April 12, 1983 by and between the Cog Railway, Inc. and Marshfield, Inc. by which Marshfield sells all its outstanding common stock plus 500 unissued shares of common stock to the Cog Railway, Inc

***SAFETY AND OPERATIONS***

## Documents - 1983

The Cog Railway will have four (4) principal owners: John Rolli, President; Wayne Presby; Loxley Ness; and Joel Bedore. Mr. Rolli will be the onsite manager of the Corporation. They will retain the services of the former company's Chief Engineer, and have invited the retention of the Shop and Maintenance Plant Personnel. They will have a full-time General Manager to manage personnel and administrative matters

The Company will retain its present rate schedule. It is considering other tour offers and will abide by the Commission's Rules and Regulations in their implementation.

Two members of the Teague family, Mrs. Ellen Teague and Charles Teague will be retained in an advisory capacity.

The Company agreed to provide the Commission with a list of Company personnel to be contacted in the event of an incident, and agreed to notify the Commission of any incident regarding interruption of service.

The Company will be bound by the provisions of an earlier Commission Order. On June 7, 1982, the Commission, in Docket DR 81-322, issued its Order No. 15,693 (67 NH PUC 375) which, among other things, set forth certain construction, maintenance and operational requirements for the Mount Washington Railway Company, Inc. It (67 NH PUC at pp. 378, 379):

ORDERED, that the Cog Railway take the necessary corrective action to eliminate the rack spacing problems, to fix the tipped bents and to insure that the caps are in place prior to opening the railway for the season; and it is

FURTHER ORDERED, that the Skyline Switch is to be completely repaired no later than June 15, 1982; and it is

FURTHER ORDERED, that a maintenance schedule for replacing the bents [at Jacobs Ladder is to be filed with the Commission that will lead to all bents] being replaced over a seven year period and that the railway, pursuant to this schedule, replace at least two complete bents at Jacobs Ladder during 1982; and it is

FURTHER ORDERED, that the new engine and passenger car should be completed and placed in operation as soon as possible; and it is

FURTHER ORDERED, that the repairs to the Marshfield siding and switch and the track between the shop and the passenger line be completed in 1982; and it is

FURTHER ORDERED, that all trains that go up and down the mountain are to be equipped with portable toilets, blankets, flashlights, water with cups and signs indicating that passengers should follow the safety instructions of the engineer as of July 1, 1982.

To the extent that there remain certain of these actions scheduled to be completed in the future, and to the extent that any already scheduled actions remain uncompleted, the Cog Railway, Inc. is hereby committed to comply with that Order.

The proposed sale of all of the outstanding common stock and an additional 500 shares of Marshfield, Inc. to the Cog Railway, Inc., a newly formed New Hampshire Corporation, effectively transfers control of the Mount Washington Railway Company ("Railway"). The Railway is a public utility, the operations of which are regulated by this Commission, whose common stock is wholly owned by Marshfield, Inc. During the hearing, representatives of Cog Railway, Inc. testified that they would continue to operate the present companies within their corporate structures. It is important that the proposed capital expenditures to improve and expand the non-utility operations (Marshfield, Inc.) be appropriately allocated to the proper corporations. In addition to the filing of annual reports of the Railway, the Commission will require Cog Railway, Inc. to file its audited annual report so that an assessment can be made of the financial condition of the utility and its affiliates.

At the hearing, testimony was presented that would require changes to the purchase and sales agreement that were submitted as Exhibits 2 and 3. It was stated that the clause related to Section 338 of the Internal Revenue Code of 1954, as amended, would not be part of the agreement. It was further stated that the outstanding loans by both the Railway and Marshfield, Inc. to Ellen C. Teague and Charles A. Teague would not be written-off, but would be paid by the holders upon completion of the proposed transaction. A fully executed

copy of the revised purchase and sales agreement will be submitted to this Commission in addition to a copy of any mortgages.

The purchaser, Cog Railway, Inc., has also filed a petition for approval to mortgage the assets of the operating companies. As part of the planned sale and transfer, financing is proposed which will require a mortgage on the assets of Marshfield, Inc. and the Mount Washington Railway Company. Indian Head Bank North would provide two loans to the Cog Railway Inc. The first loan would be a term loan in the amount of $767,000, at First National Bank of Boston prime plus one and one-half (1½) percent, with the term of the loan to be fifteen years. Indian Head Bank North would also provide a seasonal line of credit in the amount of $100,000 at the First National Bank of Boston prime plus two (2) percent. The purchasers also plan to raise $100,000 of subordinated debt from the New Hampshire Business Development Corporation to be secured by a second mortgage on the realty and assets of the Corporations. In addition to the aforementioned loans, the principals of the Cog Railway, Inc. state that they shall have raised and contributed an additional $200,000. Marshfield, Inc., Mount Washington Railway Company and the Cog Railway, Inc. are granted permission to mortgage their assets to secure both acquisition capital and capital for necessary and needed improvements of the facility. The Commission finds that it is in the public interest to raise the aforementioned loans to maintain the safety and continued existence of the railroad as an operating entity.

Cog Railway, Inc. intends to pursue a capital improvement program which will improve and enhance the facilities available to the public as well as the rolling stock. The stated priority is to upgrade existing facilities, expand or add additional facilities and to increase tourist flow. The Commission finds that the proposed transactions will be in the public good.

Our Order will issue accordingly.

***ORDER***

Based on the foregoing Report, which is made a part hereof; it is hereby

ORDERED, that the petition for the purchase and sale of the outstanding common stock of Marshfield, Inc. to the Cog Railway, Inc. is hereby approved; and it is

FURTHER ORDERED, that the petition for the sale of 500 shares of unissued Marshfield, Inc. common stock to the Cog Railway, Inc. is hereby approved; and it is

FURTHER ORDERED, that the Cog Railway, Inc. shall, to the extent necessary to comply with our previous Order No. 15,693, be bound by those provisions identified in this Report; and it is

FURTHER ORDERED, that the Cog Railway, Inc. shall, by June 1, 1983, provide this Commission with a list of personnel who shall be available to respond to complaints and inquiries of the general public and of this Commission; and it is

FURTHER ORDERED, that the Cog Railway, Inc. shall immediately report to this Commission any incidents which cause a derailment or a delay in a scheduled trip; and it is

FURTHER ORDERED, that the Cog Railway, Inc. shall file a copy of its own audited annual report in addition to the filing of its annual utility report; and it is

FURTHER ORDERED, that the Cog Railway, Inc.'s petition to mortgage the assets of the operating companies is hereby approved.

By order of the Public Utilities Commission of New Hampshire this fifth day of May, 1983

**CLOSING STATEMENT**
**Shareholders of Marshfield, Inc.**
**to The Cog Railway, Inc.**
**May 6, 1983**

| | | | |
|---|---|---|---|
| Purchase Price | | | $ 550,000.00 |
| Less: | | | |
| Philip Ryan (Real Estate Broker's Commission) | $ 50,000.00 | | |
| McLane, Graf, Raulerson & Middleton (Legal) | $ 10,000.00 | | |
| | | | $ 60,000.00 |
| | | GROSS SALE PROCEEDS | $ 490,000.00 |
| Distribution of Gross Sale Proceeds: | | | |
| Ellen C. Teague | $ 219,783.00 | | |
| Less repayment of shareholder loans | (50,400.00) | | |
| | | $168,383.00 | |
| Charles A. Teague | $137,917.00 | | |
| Less repayment of shareholder loans | (48,124.00) | | |
| | | $ 89,793.00 | |
| Norman and Anne Koop | | $ 44,100.00 | |
| Robert and Frances Blaggie | | $ 44,100.00 | |
| Thomas and Margaret Baker | | $ 44,100.00 | |
| | | | $390,476.00 |
| Repayment of Shareholder Loans to Marshfield, Inc | | $ 75,100.00 | |
| Repayment of Shareholder Loans to Mt. Washington Ry. Co. | | $ 24,124.00 | |
| | | | $ 99,524.00 |
| | | | $490,000.00 |
| Payments to be made at closing on behalf of Mount Washington Railway, Inc. | | | |
| Girard Bank *($13.06/day)* | | $ 39,960.86 | |
| Indian Head Bank North *($17.81/day)* | | $ 50,516.45 | |
| Concord National Bank *($34.25/day)* | | $101,232.89 | |
| Lancaster Natinoal Bank *($10.27/day)* | | $ 25,164.38 | |
| | | | $ 216,874.58 |

**Update to Offering Memorandum**
**of The Cog Railway, Inc.,**
**May 6, 1983** *(originally dated Mar. 31, 1983)*

Since the date of your investment in our company and the production of our Offering Memorandum, several changes transpired in the structuring of the purchase of the two outstanding companies, which comprised the Mt. Washington Cog Railway. Those changes are:

The Sellers received no stock in any of the companies as part of the purchase price. Instead of the Sellers receiving any stock in any of the companies as part of the purchase price, another Management Contract was negotiated with Ellen Teague's son, Charles Teague. Charles is to receive Fifteen Thousand Dollars *($15,000.00)* per year over a period of twenty (20) years. This Contract is not an obligation of any of the companies in this venture. This Contract was assumed personally by the principals. It is not an obligation of the companies and will not result in any change in the cash flow of those companies. The Contract does contain, however, a clause which permits the principals, at some future date, when the profitability of the companies are established to assign that Contract back to the companies for their payment. The Stock which was to go to the Sellers as part of

the purchase price, was instead given to the principals in exchange for their personal assumption of the Management Contract with Charles Teague.

Both Management Contracts, the one with Ellen C. Teague at Thirty Thousand Dollars *($30,000.00)* per year for ten (10) years and the one with Charles Teague at Fifteen Thousand Dollars *($15,000.00)* per year for twenty (20) years are payable in equal monthly installments throughout the year.

**Stock Certificate Delivery Letter**
**to Stockholders**
**May 16, 1983**

Dear :

We sincerely appreciate your interest and investment in our venture. We will try to keep you informed on the progress of the improvements and the financial matters of the company.

We have included for your interest a small pamphlet published on the history and operation of the Cog Railway since its inception, your stock certificates, an interest check, and a memorandum update.

If you have any questions regarding your investment or any suggestions pertaining to our operation, please feel free to contact me at our main office at any time.

Very truly yours, *Wayne W. Presby II*
Secretary Agent of The Cog Railway, Inc.

| | | | | |
|---|---|---|---|---|
| Sent to: | Irv Neuringer | Lester Gidge | James McCusker | Robert W. Varney |
| | Kenneth Grout | Ed Lavallee | Raymond Hopkins | William Presby |
| | Dana Yeaton | Lester W. Presby | Rena Hood | Alfred Bernard |
| | Ronald Murro | | | |

**Jack Middletown Letter to John Rolli**
**RE: Thank & Status of H. 508**
**May 16, 1983**

Dear John:

Thank you very much for your very kind letter. I certainly hope to have a chance to visit the Cog this summer and in any case I wish you and your partners every success. I had a long and close relationship with the Railroad and its owners and am very anxious that you have a successful operation.

You will be pleased to know that House Bill 508 which exempts seasonal tourist facilities from PUC regulations has passed both the House and Senate. Hopefully the Governor will add his signature and this will protect you from some of the unnecessary PUC proceedings we have suffered through in the past..

Best regards, *Jack Middleton*

**Joel Bedor Letter to Indian Head Bank North**
**RE: Revised Capital Budget**
**May 20, 1983**

Dear Bill:

Our revised capital budget is as follows:

| | | ORIGINAL | REVISED |
|---|---|---|---|
| 1. | Parking Facility | $44,053 | $44,053 |
| 2. | Landscaping | 19,153 | 19,153 |

| | | | |
|---|---|---|---|
| 3. | Museum | 39,000 | - |
| 4. | Toilets | 47,525 | 15,000 |
| 5. | Halfway House | 60,000 | 60,000 |
| 6. | Refreshment Facility (New Station) | 28,000 | 28,000 |
| 7. | Miscellaneous | | |
| | Gate House | 4,000 | 4,000 |
| | Exterior Upgrade, painting, carpentry, etc. | 30,000 | 30,000 |
| | Flag poles | 2,000 | 2,000 |
| 8. | Hydro Station | - | 18,000 |
| 9. | Diesel Generator | - | 10,000 |
| 10. | Exhibits | 10,000 | 39,000 |
| 11. | Refrigeration Equipment | - | 5,000 |
| 12. | Signs | - | 10,000 |
| 13. | Locomotive Repair | 45,200 | 45,200 |
| 14. | Diesel Work Engine | 56,750 | 56,750 |
| 15. | Radio Equipment | 5,337 | 5,337 |
| 16. | Vehicles | 9,500 | 11,000 |
| 17. | Wheel Rebuilding | 2,800 | 2,800 |
| 18. | Track Replacement | - | 42,433 |
| 19. | Architect,Bonds, Fees etc. | 64,408 | 20,000 |
| | | $467,726 | $467,726 |

As you know there are several "elective" items included, such as the diesel work train. Unforeseen overruns in other areas may make it necessary to allocate resources. Therefore, we trust you will approve real location of the monies should it be in the best interest of the project.

We welcome your visit to review our plan for the property and the progress being made.
Yours very truly, *Joe1 J. Bedor* Treasurer

**Invitation Template to Loco Christening**
**& Meet the New Owners**
**June 1, 1983**

Dear :

On July 3, 1983 at 10:00 a.m., Governor John Sununu will be with us at the Mount Washington Railway - "The World's First Mountain Climbing Cog Railway" - which has been operating for 114 years this season.

Governor Sununu will christen the new Locomotive #8 "Tip Top" with a bottle of Anmonoosuc water.

We would like to have you with us and to meet the new owners - John Rolli, Esq. - Loxley Ness, Contractor - Wayne Presby, Esq. and Joel Bedor, CPA. We would like to have you ride to the Summit of Mount Washington 6293 feet to the new Four Million Dollar Building - "The Sherman Adams Building" on our "operating Museum Steam Trains. July 3rd is "Cog Railway Day" dedicated by the former Governor Walter Peterson - the 1969 Centennial Year.

June 20, 1976, the Railway was dedicated as a National Historic Landmark by the Civil and Mechanical Engineers.

We are the World's First Mountain Climbing Cog Railway with an average grade of 25% and maximum 37.41%. The trestle is built entirely of wood and is 3½ miles long. It is a rack and pinion Cog rail and under a standard gage.

It will be an honor to have you with us. Please reply.
Sincerely, *Ellen Teague* - Mount Washington Railway Co.



**Cog Consultant Inspects Track**
**June 1-2, 1983**

Sylvester Marsh's Mount Washington Railway had new owners. Cog Railway Inc. immediately began looking at the track that the State had ordered be repaired in their June 7, 1982 decision. John Rolli and company had agreed to do that work under the terms of the sale. They asked a Madison, Wisconsin firm, Osmose, Inc. to look at the track to see whether the Osmose Railroad Division's chemical treatment used by mainline roads might buy them some time on actual timber replacement by "extending (the) service life of existing" trestle and ties while replacing only those that absolutely must be replaced. General Bridge Inspector Al Yoemans and Osmose area manager Leonard Lokey walked the track on June 1st and 2nd, 1983 with the Cog's maintenance foreman Andre Desjardins. They looked, probed and bored into bents at "Jacob's Ladder, The Short Trestle and in general all bents with posts." They found "well-established" decay and recommended "in-place preservative treatment in order to control the decay, and prevent premature replacement." During the treatment "a more detailed, and intense inspection would be accomplished" to determine what needed to be replaced. However, the two day walk over did generate a list of members that "should be repaired or replaced if an Engineering evaluation indicates the need." The cover letter to their June 16, 1983 inspection report closed by saying "We would be pleased, at your request, to prepare a firm price proposal providing for such work." Report in hand, the new corporation, Cog Railway Inc. began to run a railroad.



**Lumbermens Mutual Casualty Company**
**Mt. Washington Railway Boiler Inspection Report for**
**Policy Number: 2XL 87 421**
**June 1, 1983**

Location: Repair Shop - Lancaster, NH Date Inspected: 5/26/83

This report is a summary of only those conditions and practices of your operation observed by us, and the evaluations and recommendations herein concern these observations. The sole reason for providing this information is to assist you in your responsibility of preventing accidents and losses.

On 5/26/83 our Loss Control Representative, T. G. Edwards, visited this location. During the visit, an examination was made of selected equipment as described in the Boiler and Machinery schedules and endorsements of your policy. Mr. George Burdick, Safety Engineer, accompanied our Loss Control Representative during this examination.

The (Number) 1, 2, 3, 4 & 9 Locomotive boilers were · inspected both internally and externally. All accessible parts such as shell plates, heads, seams, and tubes were examined with respect to sea 1 e, corrosion,- overheating, leakage, and other defects. The safety devices, connections, and attachments were also examined. Also, each boiler was subjected to a hydrostatic pressure test at this time.

The following adverse conditions were noted:

***#4 Locomotive Boiler***

Several tubes were leaking in the bottom row at the front head. Also, the internal ·inspection revealed that the tubes are pitted quite severely. The hydrostatic test at 210 psi caused a loud noise in the boiler. This noise could be the result of a breakage of solid staybolts as no leakage or distortions were observed. Leakage was observed at approximately 11:00 a.m on the front head in a welded repair.

***#1 Locomotive Boiler***

The condition and age of the tubes 1eave much to be desired with regard to future life and reliability.

## Documents - 1983

***All Boilers***

An excessive accumulation of loose scale, rust and sediment was observed in the waterlegs.

***IMPORTANT RECOMMENDATION:***

83-5-1 The #4 locomotive boiler should be removed from service. The boiler should be retubed. When the old tubes have been removed a more thorough internal examination should be made so that any resultant damage from the hydro test might be found and analyzed.

ADVISORY RECOMMENDATIONS:

83-5-2 Consideration should be given to retubing the #1 Locomotive boiler.

83-5-3 The waterlegs of all the boilers should be thoroughly flushed with a high pressure hose.

The conditions noted and recommendations were discussed with Mr. George Burdick.

We understand the recommendations will receive prompt attention.

The operating certificates for #1, 2, 3 and #9 Locomotive boilers are enclosed.

Please inform us of the action that will be taken on the submitted recommendation by returning your reply in the enclosed self-addressed envelope. This recommendation has been placed on a sixty (60) day follow-up.

Thank you for your cooperation and courtesy during this visit.

THIS REPORT IS NEITHER A DETERMINATION THAT THE CONDITIONS AND PRACTICES, WHETHER OBSERVED OR NOT, ARE SAFE NOR A WARRANTY THAT RELIANCE UPON IT WILL PREVENT ACCIDENTS AND LOSSES.

Any questions regarding the above recommendations should be directed to Mr. E. J. Palino, Branch Loss Control Engineering Manager at (617) 328-2320

**Jack Middletown Letter to John Rolli**
**RE: Mt. Washington Railway Company**
**June 6, 1983**

Dear John:

In case you have not already received word, Senate Bill 39, exempting the Mt. Washington Cog Railway from Public Utility Commission jurisdiction over water companies, has passed and will be Chapter 70 of the laws of 1983. The new law is effective July 18. Best regards.

Sincerely yours, *Jack B. Middletown*

**Press Release**
**Weekend Operations**
**June 1983**

(Glen, N.H.) -- Extensive renovations to the buildings and grounds of the Cog Railroad on Mount Washington are proceeding on schedule as the famous New Hampshire tourist attraction recently began weekend operations, according to John M. Rolli, the Cog's new president.

Earlier this year, Rolli and a group of three other businessmen obtained a loan from Indian Head Bank-North and purchased the railroad from long-time owners, the Teague family.

Rolli, who is extremely optimistic about the upcoming summer season, said that the renovations completed thus far, along with those that are planned will surely be noticeable to this season's visitors.

"We have completed a new parking area, repainted all of the buildings and newly landscaped the grounds," said Rolli. "In addition to these improvements, several new attractions are planned for this year."

In late July, a new train station will be completed in the area of the parking lot where all visitors will be shuttled, a few hundred yards by the Cog, to the Marshfield station, he said. This will give everyone who visits a chance to ride even if they do not plan to journey to the summit.

Also planned for this summer is a station halfway up the mountain with an observation deck and display center where tourists wishing only to make half the journey will be accommodated.

The Cog opened for the season on Memorial Day weekend, which is the traditional date, and will operate only on weekends until June 26, when a seven days-per-week schedule will take effect.

"Over the Memorial Day weekend, we more than doubled our ridership totals of last year, even with one full day of rain on Saturday. We are extremely excited with our passenger count to date," said Rolli.

To help promote the Cog to in-state residents, a special one-half price fare will be in effect for all New Hampshire residents on June 18-19.

"It is our feeling that the commitment we've made here is significant," said Rolli. "With the improvements implemented this season, even the people who have previously ridden the Cog will be rewarded with a return visit."

**A PROPOSAL TO MEET**
**1983 ADVERTISING NEEDS**
**Mann Advertising Inc.**
**June 18, 1983**

***INTRODUCTION***

Mann Advertising is pleased to present the following proposal to the owners and management of the Mount Washington Cog Railway.

We believe the long range plans you have outlined for the future will trans form the property into a truly major attraction area. Professional management of the property even in its current state should substantially improve profitability. As for the future the potential would seem to be tremendous.

The challenges that lie ahead represent an exciting prospect to us at Mann Advertising. We too are sincerely interested in our own personal business development within the White Mountains area. We have already demonstrated our abilities to promote tourism in the North Country and now believe quite frankly that the Cog Railway account represents an exciting marketing opportunity that will allow us to further demonstrate our capabilities.

The prospect of working for the Cog Railway represents more than just new business for our company. We tend to be very selective as to the new accounts we develop, unlike others who place more importance on adding one account after another; often to the detriment of the clients they already have. Our interest is in developing long term, close relationships with a select group of businesses, helping them to prosper, and prospering along with them.

To the Cog Railway, this means we can place more emphasis on your needs, and will develop into the major resource for your marketing efforts. Our specific interest in the North Country as an area for business development will only deepen our commitment to you.

***THE MARKET***

The market of Southern New Hampshire will be dealt with in our proposed advertising plan. While we believe some potential exists, we would again suggest it is more important to conserve the budget to the local area. Extensive Southern New Hampshire advertising or wide reaching direct mail or regional television would be an extravagance this year and we believe off target for the l983 season. The one medium we would suggest for

reaching the in-state market of non-tourists is the New Hampshire edition of the National publication *TV Guide*. The paid circulation in New Hampshire is 140,000. This publication is read by more people in the state than any newspaper, local or national magazine. Most importantly, *TV Guide* will allow us to cover the in-state market for minimum dollars.

The only form of direct mail advertising we suggest is to what we call the Special Interest and Tour Market. Because of the unusual nature of the Cog Railway a sub-culture market exists that should be defined and directly reached out to. This list would include New England Antique and Special Interest Car Clubs, Railway Clubs, Historical Societies and Stationary Engine Owners Clubs. These sorts of groups and others are formed of individuals who would be intrigued and interested in the Cog for its technical significance. A direct mail list of these clubs and organizers should be developed and activated during the season for continual future use.

Bus tour group organizers should of course also be reached by direct mail. Group discounts would of course be promoted. We believe massive direct mail to New Hampshire residents to be very inappropriate for this season

***CREATIVE STRATEGY***

In developing a creative strategy for the Cog, we based our thinking on the premise that this attraction has two drawing cards. First, it is a unique and interesting ride and second, it reaches the top of Mount Washington. We believe both of these elements are keys because they represent two different selling points. In the past it appears that often the second selling point or feature of the attraction may have been played down and taken for granted. We believe it should be made clear that the Cog is not just a ride up the side of a hill, but that it does reach the top of Mount Washington,

Because of the importance of these two selling points we strongly suggest the advertising approach should be straightforward and clear. Newspaper and radio ads should attract attention but not be wrapped up in gimmicky headlines and cutesy copy points.

We have avoided developing a radio spot with train whistles and sound effects because of the competitive situation with "Train Rides" in the area. Most vacationers will reach the Cog by passing either through the Notch or through North Conway. Both of these areas promote train rides and tourists taking either of those rides may say "one train ride is enough" by the time they reach the Cog. While it's true the Cog is a train ride it is, in fact, so much more! Therefore we have carefully avoided the sound effects to keep from being perceived as just another train ride.

Another aspect of our creative approach for the Cog is based on the premise that although the vacationer in the area is somewhat a captive market, he may only be in the area a few days. In that time he will be bombarded with attraction areas and will not always keep a clear, open mind to the advertising he sees and hears. Because of this we must keep our message clean, clear, simple and straight forward. We do not have the advantage of reaching our prospect week after week to build his interest and response. We must hit him while he is here quickly and simply or we may lose the opportunity.

***MEDIA PLAN***

We have developed a media plan which is targeted at reaching the tourist market. We have put the dollars where the maximum potential is. And in review, we repeat, the objective is to make sure every vacationing tourist within nearby reach hears and reads about the Cog.

Our newspaper advertising approach is concentrated on the tourist publications. These are the papers vacationers pick up when in the area to plan their itinerary. We have proposed half-page ads and a clean graphic approach which we believe not only tells the Cog story but will stand out well on the page and reflect a positive professional image. We specifically developed a cartoon technique that gives an animated feeling of fun on the Cog, not a stark illustrative or photograph that would, we believe, have a cold harsh feeling. The Cog is fun! Everything about it should reflect that feeling of fun!

Radio advertising plays a vital role in our proposed plan of reaching out to the vacationing tourist. We have combined local and regional radio stations which dominate the target market and the fringe areas: the lakes region, coastal New Hampshire and bordering Maine.

To demonstrate our enthusiasm and sincere interest in going to work for "the Cog" we have developed a radio jingle. The theme of this song is simple, straight forward and repetitive. The tape you will hear today is not the finished product. If produced, you would hear a chorus of singers and not just one voice. In its final form, we would produce versions that would allow for a voice-over announcer in the middle section of the commercial with singing at the beginning and end. We would audition several announcers voices for you but believe a bright enthusiastic female voice might work best reading the ad copy in the commercials.

***Mt. Washington Cog Railway Jingle Lyrics***
6/14/83

COME RIDE THE COG - THE COG RAILWAY
TO THE TOP OF MT. WASHINGTON
COME ALONG AND ENJOY THE VIEW
NEW ENGLAND'S SCENIC BEAUTY IS WAITING YOU
SO COME ON (SO COME ON)
COME ON! CLIMB ABOARD /\ND LET'S GET GOING
COME RIDE THE COG - THE COG RAILWAY
TO THE TOP OF MT. WASHINGTON
COME RIDE THE COG - THE COG RAILWAY
TO THE TOP OF MT. WASHINGTON
YOU'RE ON YOUR WAY TO A PERFECT DAY
ON THE COG RAILWAY
SO COME ON (SO COME ON)
COME ON! CLIMB ABOARD AND LET'S GET GOING
COME RIDE THE COG - THE COG RAILWAY
TO THE TOP OF MT. WASHINGTON

We can produce an effective radio commercial without a jingle but believe this jingle or any others we might develop for you will maximize the effectiveness of the radio budget and help to quickly change the Cog's image.

In making our media buys with the radio stations we would negotiate promotional activity by the radio stations to give the Cog more visibility at no added expense. Ticket give aways and coupon discounts can be merchandised with radio stations. They will cooperate if they think it is getting them more business and they also tend to like promotional give aways as they tend to boost listenership to a station.

***PUBLIC RELATIONS***

Our proposal specifically addresses itself to the 1983 season. Time is obviously of the essence as the season is in fact underway. Development of a full scale plan for 1984 would begin by us once this season's efforts have been fully dealt with, and completed during the winter months.

It is our belief that the advertising objective for this season is to maximize the visibility of The Cog Railway to tourists already visiting the area. It's too late to participate in many of the regions seasonal directories which should be planned for next year. We strongly feel it would not be cost effective this year to promote the Cog in Boston or other key areas which are target markets for tourists to the North \ Country. This effort should be left to the Attractions Association and Resorts.

Our objective is to captivate those vacationers who are already here, to make them aware of the Cog and to make them feel "They haven't really seen The White Mountains until they Ride the Cog!"

Since the property is not a member of the White Mountains Attractions Association and has had serious local public relations problems in the past, we propose this season's advertising efforts somewhat ride on the coattails of others.

At this time we do not believe the Cog by itself can draw people into New Hampshire; what we intend to do is make sure we reach those vacationers who are here already. In the long range future we suspect this atti-

tude will change, but for now let's reap the benefits of the efforts of others, maximize our visibility to nearby tourists and begin mending fences with the North Country.

For the 1983 season we see our Target Market as the entire North Country vacation area from The Mt. Washington/Franconia area to Waterville Valley, Laconia and into Maine. Of lesser potential for this season is Vermont, Southern New Hampshire and Southern Canada. In light of the poor exchange rate it is our belief that Canadian vacationers will be minimal this season and that little if any money should be spent to draw them down. Remembering, of course, that if they do vacation in the area we will reach them.

In summary we would like to reiterate our interest and enthusiasm to go to work for the Cog as we have outlined here in our proposal or at any other level. Our complete in-house capabilities allow us to "gear-up" and to get work underway very quickly. Our facilities include a full art studio/sign shop, photographic dark room, stat reproduction dark room for newspaper ad duplications and a radio/TV audio recording studio.

As a nine year old advertising agency we are extremely proud of our highly professional down to business philosophy. In our years in business we have never gotten in a financial dispute with a client; a claim seldom made in our industry.

You will always know in advance what your expenses are and will never be "surprised" by an invoice. We strictly adhere to a policy of advance quoting or budgeting. It is our position that our responsibility is to maximize the effectiveness of your budget and it is not our job to "sell you advertising." We very much become "a part-time employee" of your organization; eager, willing and cooperative. It is also our policy to remain very open and forthright in discussing any of the financial aspects of our compensation. We credit and adiust all invoices to the penny, we will provide a complete file of tearsheets and radio station affidavits at any time. It is also our policy to pass on all media pre-payment discounts to you when available.

Although our offices are located in Bedford, Jim Bradley of our staff spends a good deal of his weekends in nearby Sugar Hill. We will be available whenever you need us but are even closer at hand many weekends. Spending time in the area ourselves will undoubtedly allow us to do more for you. We will be closeby to observe the progress that is made and to make ongoing refinements to our efforts. And this will also allow us to keep our rates down and give you more service for your money.

In closing we would like to say it is our hope that we can add The Mount Washington Cog Railway to the list of long term client relationships we have developed.




**New No. 8 *Tip Top* Dedicated**
**July 3, 1983**

On July 3, 1983, (state rail safety inspector Walter King) attended, on behalf of the Commission, the dedication ceremony of the Mt. Washington Cog Railway's newest steam locomotive. The festivities were hosted by the Cog Railway's new owners headed by John Rolli. Also in attendance was Mrs. Ellen C. Teague, former owner and operator and presently a consultant. Special guests were Gov. John Sununu; House speaker John Tucker; 1st District Councilman Raymond Burton; former Gov. Water Peterson and a host of dignitaries. The new locomotive was built at and by the Cog Railway with the exception of the boiler. It is basically the same design as the older engines. There is more interior surface to the boiler thereby creating a hotter or easier to




***Tip Top Dedication Day:*** *Engineer's side of new engine (previous page) and (above) view of rebuilt tender (1983)*
*- Walter King photo -/ NH DOT files*

heat machine. It should require less coal to do the same job as the older boilers. The trip to the summit, tour of the Sherman Adams summit House and return to the Base was made with the new locomotive and the oldest car at the railway. A luncheon was served at the Base at about 2:00 p.m. Appended are photos of the new locomotive which has been named *Tip Top.*

- signed: *Walter W. King* - Jul 12, 1983

**DE 83-132, Supplemental**
**Order No. 16,514**
**July 5, 1983**

WHEREAS, the Mount Washington Railway Company, operator of the Mount Washington Cog Railway was issued Order No. 13,745 on July 24, 1979 and Supplemental Order No. 14,241 on May 19, 1980 set forth in IT 14,859 (66 NH PUC 158); and

WHEREAS, said Orders did set forth certain switch inspection, to be supervised by Charles A. Teague, and incident reporting procedures for the Railway; and

WHEREAS, the Mount Washington Cog Railway has a new owner and, therefore, Charles A. Teague is not a party of the new operation; it is hereby

ORDERED, that the switch inspection procedure set forth in Order No. 13,745 be reaffirmed and shall be performed by a person designated in writing to this Commission by the Railway setting forth his qualifications to perform said duties; and it is

FURTHER ORDERED, that all irregularities, accidents or other incidents regarding the operation of said railway shall be reported to this Commission immediately; in the event that the Commission office is closed, one of the persons on a list supplied by this Commission shall be notified.

By order of the Public Utilities Commission of New Hampshire this fifth day of July, 1983

**MINUTES OF MEETING OF BOARD OF DIRECTORS OF**
**THE COG RAILWAY, INC.**
**August 5, 1983**

A meeting of the Directors of The Cog Railway, Inc. was held at the offices of Joel J. Bedor, at 40 Union Street, Littleton, N. H., 03561, at 6:30 a.m. on Friday, August 5, 1983.

All Directors were present in person and John M.A. Rolli, President, presided over the meeting and Wayne W. Presby, Secretary took the minutes.

Upon Motion duly made and seconded regarding advertising, it was unanimously

RESOLVED, that the maximum limit to be spent on advertising shall be the sum of Sixty-five Thousand Dollars ($65,000.00).

RESOLVED, that a survey would be made to determine what types of advertising is most effective and whether or not a waterslide, steam exhibits and craftsmen are important to the tourists.

Upon Motion duly made and seconded regarding the possibility of installing a waterslide, it was unanimously

RESOLVED, to look into the possibility of putting in a waterslide on the premises.

The Directors discussed the building of new engines, lengthening sidings, and the rebuilding of old engines.

Upon Motion duly made and seconded regarding craftsmen on premises, it was unanimously

RESOLVED, to experiment with putting in craftsmen in the cabins close to Marshfield.

Upon Motion duly made and seconded regarding ads in tour guides and kickers to bus companies, it was unanimously

RESOLVED, to place ads for Cog in tour guide magazines - 3 ads one in each.

The following items were further discussed:

Faith and Andre Desjardins' departure from the Cog.

Walter King to come back to the Cog once a week for the next few weeks.

Track work was discussed and requested to be done by Walter King.

The possibility of putting Chadwick on to replace Andre Desjardin.

Walter King says that switches are not inspected properly. The possibility of George Burdock inspecting switches as he seems to be the only one qualified and certified to inspect the same.

The Directors discussed the possibility of ordering new parts from foundry for locomotive

Robert Schafer is to meet with Joel Bedor and get involved in gift purchases.

Upon Motion duly made and seconded, it was

RESOLVED, to put in more items in the gift shop at Ammonoosuc *(Station)* and to put in a freezer for ice cream.

The Directors discussed dropping off the shuttle after Labor Day and to lower labor force and whether or not the train crews will be available for Fall.

The Directors discussed adding a fifth Board Member and it was suggested that Ken Grout be added to the Board for he was the only one who met with little resistance by the present Board Members.

The potential hazard caused by the proximity of the coal bunker and shuttle passenger car was discussed and the possibility of rebuilding the coal unloading bunker was discussed.

Upon Motion duly made and seconded, it was

RESOLVED, to have a sign, tape and brakeman warn shuttle passengers of hazard and to move existing coal bunker before the next season.

A lengthy discussion took place regarding the payment to Loxley Ness for the use of his equipment. There was no resolution concerning this matter.

Upon Motion duly made and seconded, it was

RESOLVED, that Joel Bedor and Wayne Presby II submit bills for payment by The Cog Railway, Inc., for work performed in setting up the company and the purchase of the Cog premises.

There being no further business to come before the Board, the meeting was adjourned.

A true record.
Attest:

Wayne W. Presby

Wayne W. Presby, II, Sec.

**Investors Invitation to**
**Attend 1983 Cog Party**
**August 10, 1983**

To the Investors of The Cog Railway:

You are cordially invited to attend a "Thank You For a Fine Job" party for the employees of The Cog Rai!way to be held Sunday, August 14, 1983, at 7:00 p.m. at the Mashfield Station. We will have barbecued chicken, ribs, corn on the cob , steamers and all the beer you can drink. A band wi1l be at the party and we look forward to seeing you there.

**MINUTES OF MEETING OF BOARD OF DIRECTORS OF**
**THE COG RAILWAY, INC.**
**August 12, 1983**

A meeting of the Directors of The Cog Railway, Inc., was held at the Cog Railway at 9:50 a.m. on Friday, August 12, 1983.

All Directors were present in person and John M.A. Rolli, President, presided over the meeting and Wayne W. Presby, II, Secretary took the minutes.

The Directors discussed the relocation of Route 302, loss of Cog sign location, and steps being taken to obtain new land near the intersection to put the sign.

The Directors discussed placing a billboard and/or sign on land owned by Marcel (Mike) Paquette across from Fun Town in Twin Mountain, N. H.

The Directors discussed determining which advertising is most effective by conducting a survey.

The Directors discussed the possibility of purchasing the abandoned Maine Central line which runs through Crawford Notch to prevent competition.

Upon Motion duly made and seconded, it was

RESOLVED, to inquire into the possibility of purchasing the line from the Maine Central (Brad Peters).

The Directors discussed the advertising budget again and clarified the previous ruling of the Board to hold costs of advertising to Mann's projected year to end cost.

The Directors discussed placing ads in Tour Bus Guides. The Directors discussed whether they want the advertising to go after individuals or bus tours.

The Directors discussed three (3) billboard locations available for the Cog, whether two (2) sided and where billboards do the business the most good, who paints signs, whether year round rental can be split with other attractions, and do we have the option to renew, and John's commitment of us to rental of billboard in Laconia on Route 3 at the price of $125.00 per month.

Upon Motion duly made and seconded, it was RESOLVED, to approve John's commitment for billboard rental in Laconia and to contact Mann Agency to get their input on where and what type of advertising we should be doing.

The Directors discussed buying of trade credits from Saver's Bank at 20% discount and using credits for printing.

The Directors discussed printing of brochures by Michael Roberts Color Productions and decision to have brochures printed elsewhere.

The Directors discussed whether or not Loxley Ness is to be paid for use of equipment by Company at rates he determined.

Upon Motion duly made and seconded, it was RESOLVED, to let Mr. Ness keep what moneys he has received to date and to have him forgive all bills to date.

The Directors discussed original deal and commitment by Loxley Ness to work equipment for free.

The Directors discussed amounts to be paid to each individual for time being spent to operate the business and what work was performed by each party prior to incorporation.

Upon Motion duly made and seconded, it was RESOLVED, to pay absentees $5,000 for the year and percentage and presents $25,000 and percentage.

The Directors discussed John Rolli's unresponsiveness to certain rulings of the Board.

The Directors discussed Liz Mock's continued employment with the company.

The Directors discussed how the company should be run and what effect rulings of the Board should have.

The Directors discussed whether the Directors should be or can be involved in day to day decisions.

John Rolli stated that the potential hazard caused by going by coal bunker had been taken care of.

Upon Motion duly made and seconded, it was

RESOLVED, to forgive and forget sums to be paid anyone for pre-incorporation expenses or contributions of time.

There being no further business to come before the Board, the meeting was adjourned.

A true record.
Attest: Wayne W. Presby

Wayne W. Presby, II, Sec.

**John Rolli Letter to Jack Middleton**
**RE: Old Records**
**August 17, 1983**

Dear Jack:

I believe that at closing you indicated that at some time you would clean out the files relating to the Cog Railway and send u any information other than Teague personal items.

I would greatly appreciate it if you would remind your secretary of that as your files become thickened with more pressing matters, that I would be interested in receiving the old records.

We have heard rumors to the effect that Ellen feels that she will be forced to take over the business again. I would like to lay these fears to rest as we are having a moderate amount of success in our first year. We have already set aside enough money to cover Ellen's and Charlie's consulting fees through to next season. In fact if they wish to have their own fears allayed, we would be willing to pay them a lump sum annual consulting fee providing that the total was discounted by more than we would earn by having the money set aside in our Money Market Account. In other words if I can save money by paying them now, I will do so and give them the comfort of having their money ahead of time.

You will no doubt be pleased to learn that we have increased the seating capacity of the so-called, "Middleton Memorial Building" in that we have added two more ladies facilities by extending the building. Mr. Hamilton has offered to preside over a re-dedication of this fine structure should you wish to come up as an honored guest.

Actually, Jack we would look forward to seeing you and please do not hesitate to come up to the Cog Railway as my guest any time.

Very truly yours, The Cog Railway, Inc.
BY: *John M. A. Rolli*, Pres.

**MINUTES OF MEETING OF BOARD OF DIRECTORS OF THE COG RAILWAY, INC.**
**August 19, 1983**

A Meeting of the Directors of The Cog Railway, Inc., was held at the Cog Railway at 9:50 a.m. on Friday, August 19, 1983.

All the Directors were present and Cathy Bedor and Robert Schafer were also in attendance. John M.A. Rolli, President, presided over the meeting and Wayne W. Presby, II, Secretary took the minutes.

The minutes of the meeting of Aug. 5, 1983, were presented by the Secretary, Wayne W. Presby, II.
Upon Motion duly made and seconded, it was
RESOLVED, to revise the last minutes of Aug. 5, 1983, to read "approximately 65,000".

Upon Motion duly made and seconded, it was RESOLVED, to have John M.A. Rolli follow up on craftsmen for next year by writing to the N. H. League of Craftsmen.

The Board discussed John Roll i's commitment to *Woodall's Guide*, a campground magazine to advertise the Cog.

The Board discussed the adverse publicity caused by rumors circulated that the track was unsafe.

Upon Motion duly made and seconded, it was
RESOLVED, to get John M.A. Rolli qualified to inspect switches instead of Burdick.

The Board discussed the power system and the need of a new pipeline and the desire for fiberglass, but the company that sells the pipe won't guarantee it if above ground. To put it underground runs into complications with National Forest. The Board ls looking at perhaps using aluminum or stainless steel or using fiberglass pipe.

Upon Motion duly made and seconded, it was
RESOLVED, to put the freezer inside the horse barn.

Upon Motion duly made and seconded, it was
RESOLVED, to have Bob Schafer handle the ordering and pricing in the gift shop.

The Board discussed the possibility of keeping part of the Shop Crew around for Winter and, therefore, next year. Kenly is critical because (paid $280 per week) he is knowledgeable about engines and is the spare engineer, gets $7.00 per hour currently - gave us terrible time last Winter. Moody can be second man in Winter shop. ($5.50/Hr., meals). No resolution regarding Winter shop was reached and further discussion on the subject will be held at next week's meeting.

The Board discussed the possibility that the Highway Dept. building near the Notchway may be available for rent.

The Board discussed the possibility that Loxley Ness can give two bays in his garage with free rent, if Cog pays the electricity and heat.

The Board decided that Wayne W. Presby, II, will look into the purchase of machines to build center rack.

The Board decided that Bob Schafer will check on prices of angle iron and spools.

The Board discussed work that could be performed in the Winter shop adding flex hose, rebuilding engines and boilers, preheat systems, new diesel, building of center rack and new trolley seating system. The Board discussed bonus incentives to be paid in Spring over several weeks.

The Board discussed the building of a new shop.

The Board discussed the cutting down the size of ads and the length of radio commercials.

Upon Motion duly made and seconded, it was
RESOLVED, to leave ads the same size and length.

Upon Motion duly made and seconded, it was
RESOLVED, to have the current ads include reservation information and to have people in ticket booth ask if want to make reservation and put up sign to promote reservations.

The Board discussed more aspects of reservation system.

The Board discussed open trolley cars and discount tickets. $2 discount $1 back to hotel operators. All tickets already printed identified by number to operator and hotel owner.

Upon Motion duly made and seconded, it was
RESOLVED, to draw down on the Indian Head Bank to liquidate investors in the Spring all except one (1) share and to let them keep investor cards.

The Board discussed the one week stall rule in implementing Board's decisions if regard hiring or firing of employees.

The Board discussed the implementation of Board's decisions by Officers.

Upon Motion duly made and seconded, it was
RESOLVED, that all decisions of the Board no matter what will be implemented by the responsible officers.

There being no further business to come before the Board, the meeting was adjourned.

A true record.
Attest: Wayne W. Presby
Wayne W. Presby, II, Sec.

**Clinton Clough Construction Letter to Wayne Presby**
**RE: Work at Base Station**
**August 22. 1983**

Dear Wayne,

I am pleased to give you the following estimates for proposed work at the cog base stations

1. Drainage ditch approximately 6-0 wide and 3-0 deep behind present cottages and upper side of parking and cleared areas - ditch to terminate in brook
   Approximate 1000 feet Price $2,000.-

Alternate or in addition to above #1

It is my opinion that most of the run off is comeing[sp] from the paved lot in front of the cabins and from the cleared land below and towards the brook. Alternate proposal would be to construct a swale ditch on the right side of the entrance road as you face the mountain. Culverts to be installed for 24 foot entrances to parking. Swale to terminate at brook Price $2,500.-

2. Existing gravel parking lots to have a shallow swale run off ditch on the upper side leading into a main ditch to the rear of the parking terminating at the brook.

Price $1,000.-

3. Road bed for additional track beside existing shuttle.

We include,

1. relocate timber storage.
2. removal of coal storage and loading,
3. 2-0 to 3-0 dia. culvert at brook 40-0lg.
4. Prepare road bed
5. spread and shape materials furnished by others,

We do not include.

1. Relocating tracks
2. installing new track or new coal hoppers.
3. Dropping the new bed to same level as existing one.

Price $6,000.-

4. Level off fill furnished by others for new parking lot.

Figure is based on approximately 1500 yards of base materials and 500 yards of crushed. Shapeing[sp], removal or relocating of existing boulders.

Price $1600.-

5. Grade off borrow pit on Forestry land (trees to be cut by others.)

Price $750.-

Trust the above figures will be helpful - feel free to call if you have any questions or need further figures.

Truly yours,

Clinton Clough pres.

**Change Order Request**
**August 31, 1983**

NOW COMES the Mount Washington Railway Company, a corporation organized under the Laws of the State of New Hampshire, and having its principal place of business on Mt. Washington and says the following:

1. That on June J, 1982, the Public Utilities Commission in its Docket #BR 81-322 issued its Order #15693

2. That contained in the said Order was a provision to the effect that, "The Mount Washington Railway Company must file a Schedule of Replacements of all bents in Jacob's Ladder over a seven-year period and that it must replace two bents during the operating year 1982";

3. That subsequent to the issuance of the said Order the Mount Washington Railway Company, through its parent Corporation, The Cog Railway Inc. obtained the services of Osmose Corporation to conduct a preliminary inspection of the entire wooden trestle structure of the Cog Railway. This consisted of a visual inspection as well as the taking test borings from a large number of the timber elements in the trestle structure at the Cog Railway. The report of Osmose Corporation, dated June 16, 1983, is attached hereto as Appendix A. (Annotations in the column "PP" have been added to incorporate additional recommendations of the Public Utilities Commission Track Inspector (Walter King);

4. Subsequent telephone discussions with the Osmose Corporation indicated that the Long Trestle (erroneously entitled, "Short Trestle" by Osmose) and the Jacob's Ladder Trestle were both suitable candidates for

"in-place Osmose Treatment" and that only certain timbers were needing replacement rather than the entire Jacob's Ladder Trestle;

5. On August 17, 1983, a proposal was received from Osmose Corporation along with the proposed Contract by which the Osmose Corporation would for the sum of... $23,330 of which $14,030 would be attributed to Jacob's Ladder and $9,300 to the "Short Trestle", which treatment would also provide for a further in-depth inspection of the pilings, posts, caps, sills, stringers and knee braces;

6. The Mount Washington Railway Company is desirous of immediately executing the said Contract for In-Place Treatment by the Osmose Corporation, but only if the Commission's Order #15693 is amended to allow the said treatment where recommended rather than a complete replacement of the Jacob's Ladder Trestle structure.

WHEREFORE, the Petitioner prays:

1. That Order #15693 dated June 7, 1982, be amended to provide that in lieu of a complete replacement of the Jacob's Ladder structure with in a seven year period the Mount Washington Railway Company may, as an alternative provide for the in-place treatment as proposed by the Osmose Corporation with a detailed inspection of the existing trestle structure and replacement only of those timber elements so indicated by internal borings conducted as part of the in-place inspection, but further providing that any decisions made as to whether to treat or replace any individual timber element are made on concert and consultation with the Public Utilities Commission Track Inspector;

2. And that further no general replacement of the trestle structure known as "Jacob's Ladder" or the "Long Trestle" shall be required until such time as internal inspection of the individual timber elements indicates a structural necessity of replacing the same without limitation as to the number of years that the individual timber component has been in place.

Respectfully submitted, Mount Washington Railway Company
-signed: *John Rolli, President*

**PROPOSED 1984 AD BUDGET**
**for The Cog Railway Inc.**
**Mann Advertising Inc.**
**September 2, 1983**

***Introduction***

The premise for our proposal for the 1984 season is that the current season has been successful. The strategy of our current media plan has been to reach out to vacationers within the area. Concentrating our efforts on the tourist market has allowed us to reach the greatest number of potential patrons for the least amount of money, and to establish a high level of visibility in the area.

Our 1984 proposal expands upon the foundation of this season's strategy - projecting a high level of visibility to tourists in the area during peak season. We suggest covering a broader area of the tourist market in 1984, to include The Local Area, The Lakes Region, The New Hampshire Sea Coast, The Portland Area, The Lake Sebago Area and the tourist areas in Vermont such as Stowe, Woodstock and Burlington. All of these tourist "pockets" are appropriate for day trips. We also suggest limited coverage in Montreal.

The various seasonal tourist and special interest publications that were in print last spring are included in the 1984 plan.

Pre-season advertising in the form of Boston and Southern New Hampshire television is also incorporated into our proposal. We still believe television to be an expensive means of advertising for The Cog, because the tremendous audience reached by the medium is comprised of more unlikely prospects than known prospects.

A pre-season TV Blitz will do a great deal to stimulate interest and recognition for an upcoming season, but, if budget restraints dictate reducing expenditures this would be our first area to cut.

If television advertising is approved for 1984 it is important that we shoot required location footage as early in September as possible.

We still believe it is more important to dominate the market of tourists who are already in the area than to try to draw from areas not realistically within the reach of "day trippers". If The Cog was located in Southern New Hampshire our recommendations would be for more television than anything else, but that is not the case.

All of the rates in our proposal are based upon projections of what the ad rates are likely to be next year. If a budget is approved during September we will begin contracting next summer's radio advertising this fall. Some of the stations will let us beat next year's rate increases by contracting now. Newspapers generally will not rate-protect a contract.

The actual size of the ads in the proposal may also change upon execution. It is our intention to examine reducing our ad size in some publications and adding red ink to the headlines.

Radio advertising will continue to play a vital role in reaching the vacationer in 1984. The radio jingle will continue to serve us well during 1984, although it is our intention to remix the sound effect track.

The publicity efforts of this season have been well received by the region's various publications. The television coverage by The Boston "Magazine" shows is the kind of publicity that is difficult to stimulate, it happens on its own. The only negative publicity we have monitored came from *The Union Leader*. While it's true we had suggested a mid-season advertising schedule with that newspaper, we cannot honestly say that would have in any way influenced their "news coverage".

Our publicity efforts for 1984 would continue to strive to get positive press coverage for The Cog. The news of any further renovations at the property will, of course, receive the broadest coverage.

***Public Relations***

The image of The Cog Railway must of course be changed from what it has deteriorated to. The function of our proposed public relations efforts are to develop and improve upon the image of the Cog. Locally, within the Valley, we must strive to mend the fences damaged in the past, and create a new interest, respect and cooperative appreciation for what is being undertaken by the Cog's new owners.

Once this season is underway plans for the Cog Railway's New Village Concept should be unveiled to the local tourist community and the press. This season's advertising will let others in the North Country begin to see that big improvements in the marketing of the Cog have already begun. We believe that once the long range plans are detailed it will become obvious that a substantial new committal is being made which will benefit the entire tourist industry in the area.

As the first advertising agency in New Hampshire to employ an Accredited Public Relations Counselor, Mann Advertising is in the unique position to offer a level of expertise in public relations that no other New Hampshire advertising agency can approach.

An ongoing effort should be made to explore cooperative merchandising and promotional efforts with other attraction areas and local merchants. We might offer signs, posters and brochure display areas to others somewhere on the Cog property if they agree to reciprocate and allow us promotional display space on their property. Local restaurants and gas stations should be approached. If they would permit the Cog to display posters and brochures we could give them discount coupons which they could give out to their customers. These coupons could offer discounts during slow days of the week or slow times of the day.

Merchandising and promotional ideas such as this will serve the Cog by increased visibility and at the same time begin to build a cooperative spirit in the area. Any of the attractions or local businesses that we work with should receive a few "free passes" as a way of saying thanks. It is our belief that the local relationship is an important one. We want our neighbors to feel good about the Cog, to recommend it and be proud that it is part of the area.

Rallying local support will be aided by inviting these people, local and state dignitaries and the press to an unveiling party during the season. Those attending this party will see the improvements that have already been made and will also see and hear about the plans for the future.

An ongoing year-round public relations effort will also strive to develop TV, magazine and newspaper feature stories and articles.

Cross-promotional activities should also be developed outside of the local area. Places like Owl's Head Transportation Museum in Maine and the Museum of Transportation in Boston are natural opportunities to develop cross-promotional display and brochure distribution. Our public relations efforts would include developing these ideas and others.

***BROCHURE***

Development work and printing for the 1984 brochure should come from the 1984 budget. Photographic work, as well as design and development work for the brochure, would be quoted out separately and would take place during this 1983 season. It is our initial feeling that a major redesign of the brochure should not take place until more long range improvements have been made to the property. We would undertake rewriting the copy in the existing brochure at no charge. We would use the same photographs to eliminate any color separation charges by the printer and would redesign the piece at a minimal cost for 1984. Obviously color brochures should never be dated, as the current piece is, as any remaining inventory becomes useless.

By next summer new photography can begin and a complete redesign for the 1985 season brochure be undertaken.

It is our intention to refine the basic creative approach of our past efforts for the season ahead. We hope to soon begin work on a new color brochure which will extend the graphic elements and theme of this season's advertising into that important selling tool.

We'd suggest revising our posters onto a heavier stock which would still be intended for wall mounted display, but would allow a built-in "pocket" to hold a supply of color brochures or "tear-off" maps.

Although winter is coming all too soon to The Cog, we will continue to develop ideas and refine plans for 1984 during the winter months upon your initial approval of our proposal.

***REVIEW***

We would like to express our continuing enthusiasm in working for The Cog! We believe a great deal has been accomplished during 1983 in drastically improving the quality of your attraction. Continued improvements in the future will, of course, be reflected in our efforts on your behalf.

Remember, as long as we stay on track together, we can take The Cog to great new heights.



**MINUTES OF MEETING OF BOARD OF DIRECTORS OF**
**THE COG RAILWAY, INC.**
**September 3, 1983**

A Meeting of the Directors of The Cog Railway, Inc., was held at the Cog Railway at 9:40 a.m. on Saturday, Sept. 3, 1983.

All the Directors were present. John M.A. Rolli, President, presided over the meeting and Wayne W. Prespy, II, Secretary took the minutes.

The minutes of the meeting of Aug. 12, 1983, were read and approved and the minutes of the meeting of Aug. 19, 1983, were also read and approved.

John Rolli called Paquette twice and told him to get in touch with John about the Billboard.

John Rolli then told the Board that the Maine Central Line is being shut down as of today illegal abandonment and that he had talked to Bob Gensberg of the Lamoille Central about us joining suit with Bob Gensberg in Vermont Federal District Court to try to force them to sell to us.

The B & M called Walter Pulcanis of Northco about what it would cost to deliver coal by truck to the Cog Railway. The cost would be $3.00/ton to haul and $1.50/ton to load and unload. We can have this man do it or look at the possibility of having another bunker or can lower cost by larger cars in groups of 6 or by barge to Portland.

We then discussed Clint Clough's bid for work to be performed and

Upon Motion duly made and seconded, it was

RESOLVED, to hire him to do everything but alternate one and also have him complete the dam. Wayne is to prepare and sign the Contract with Clint Clough and to make sure the ditch on the edge of our property and the trees must be covered in. All dirt on this side of Rocks and on other side of back ditch must be completed by this year.

We then discussed the winter shop. The State has agreed to rent the old state garage near the Notchway, but the State has not determined the rental yet. John Rolli wants to take all engines out there, but we are not sure if this is necessary. The biggest breakdown is leaks in steam pipes and the possibility of changing them to all rubber was discussed. Other possibilities for the winter shop were discussed and these include the Lancaster location and a possibility of using Loxley Ness' shop.

Upon Motion duly made and seconded, it was

RESOLVED, to have Wayne Presby contact David Presby on prices of machines to build center rack.

The Board discussed obtaining health insurance for themselves and certain key employees. A rough quote for such insurance is approximately $600/month.

The Board discussed contacting Ron Murro about the design of a diesel locomotive and having him work with David Presby and the possibility of getting a copy of Kenly's father's suspension system.

The Board then discussed breakdowns on trestles and problems of removing the people and transferring them to other cars.

The Board then discussed the Osmose Contract. John Rolii filed a Petition to Amend Order to replace the trestle in 7 years to treat with Osmose and only fix certain portions of trestle actually necessary.

Upon Motion duly made and seconded, it was

RESOLVED, if the PUC approves to take the contract with Osmose.

The Board discussed the possibility of buying a hydraulic crane to replace pents.

The Board then discussed buying boilers for trains but how much it would cost they do not know as of yet and also the possibility of looking at regular oil fired boilers. The Board is to receive a proposal from company on magniflux machine.

The Board discussed sending a letter to Dartmouth to buyout Leasehold interest in land.

Safety-Osha.

The Board met with Mann and saw film footage from PM Magazine.

The Board discussed advertising for the Fall and Supplemental Budget and to deal with Burger King on Give-a-ways.

Upon Motion duly made and seconded, it was

RESOLVED, to give away 20 plus tickets on radio give a ways for added promotion.

Bob Schafer gave a report as a result of the advertising questionaire and the Board then discussed advertising proposal by Mann for 1984.

There being no further business to come before the meeting, the meeting was Adjourned.

A true record.

Wayne W. Presby

Wayne W. Presby, II, Sec.

**Wayne Presby Letter to Clinton Clough**
**RE: Base Station Work**
**September 13, 1983**

Dear Clint:

I am in receipt of the bid proposal which you put together regarding work to be performed at the Cog Railway Base Station. Please be appriased[sp] that the Board of Directors has met and agreed that you should do the work outlined in your proposal and that all of the work on the proposal shall be completed by you except for the alternate to number one and that in addition, we would like to have you complete the work that is necessary to build up the dike for our pond. We would request that you locate the ditch which is to go down behind the cabins for drainage as close to the edge of our property as possible and that you make sure that any trees that are left in the national forest pit or stumps are covered up in the bulldozing work that is done. In addition, when you build the ditch down behind the cabins, we would like the rocks put on the farthest side from the parking lots and the dirt on the side so that we may bank that and make that area more pleasing to the public.

If any of these things I have requested would result in an increase in your bid, please submit any additional figures to me so that I may show them to the Board and get their approval. I would like to meet with you at some point to discuss the details of any Contract we may enter into to have this work completed. I don't know whether you do everything on a written contract basis or not, but we prefer to have everything in writing regarding all work to be done.

Very truly yours, *Wayne W. Presby*

**Wayne Presby Letter to Dartmouth College Trustees**
**RE: Spring & Fall Summit Structure**
**September 14, 1983**

Dear Sirs:

I am writing to you on behalf of the Mount Washington Cog Railway which was recently purchased by myself and some others.

As you are well aware, much of the summit of the mountain which now supports various other organizations at one time did belong to the Mount Washington Cog Railway and that during the course of the last thirty to fifty years the property on the summit has been divested by various owners of the property to where the railway now owns hardly any property at the summit whatsoever. We have found that our operation is hindered in both the Spring and the Fall periods by a lack of any structure on the summit to house or at least afford shelter to patrons who have been hauled to the summit after either the Auto Road or the state-owned Summit Building is closed, or before it is opened in the Spring.

We would like to remedy this problem, but as of now the railway does not own any property on which it could place a building which could afford our patrons shelter. It is our understanding that you currently own a majority of the land which is on the summit and that this is part in parcel of the property that was owned by the railway prior to the death of Henry Teague an alumni of the College. We are sincerely interested from a standpoint of preserving the railway as a historical and architectural landmark in obtaining the property which the College currently owns at the summit so that we may use it to the benefit of the railway and insure the continued existence of this great attraction.

If there is any possibility of a deal being struck in his regard, I would certainly appreciate it if a member of the Board would contact me so that we could discuss this matter.

Very truly yours, *Wayne W. Presby*



**Wayne Presby Letter to William Ingram, Esq.**
**RE: Colin Christie**
**September 14, 1983**

Dear Dear Bill:

It has come to my attention that someone from your office, or working for your office covertly entered upon our property to take pictures of the area in which Colin Christie was injured and who also took the uniform which Colin Christie was wearing.

I would have perhaps had little, if no objection to your coming upon the property for such purposes with my permission, but I feel such activity without notification is a very poor practice. Therefore, if I discover you on the premises again, I will file charges for criminal trespass and if the uniform is not returned, I will seek legal recourse. Furthermore, I would like to add that I do not believe that this office can continue to aid you in the pursuit of damages for the losses to Ricky Ledger's car.

Very truly yours, *Wayne W. Presby*



**Minutes of Meeting of Directors Of**
**THE COG RAILWAY, INC.**
**September 17, 1983**

A Meeting of the Directors of The Cog Railway, Inc., was held at the Cog Railway at 8:55 a.m. on Saturday, Sept. 17, 1983.

All the Directors were present. John M. A. Rolli, President, presided over the meeting and Wayne W. Presby, II, Secretary took the minutes.

The Directors then went over the ad budget.

The following items were then discussed:

Compensation to Directors.

Spring Ski Trains.

Winter Shop.

There being no further business to discuss, the meeting was adjourned.

A true record. Attest: *Wayne W. Presby*



**Re Mount Washington Railway Company**
**DE 83-298, Order No. 16,648**
**68 NH PUC 560**
**New Hampshire Public Utilities Commission**
**September 23, 1983**

APPLICATION by a railroad to improve a trestle by chemical treatment rather than by structural replacement; rejected

RAILROADS, § 31 — Construction and equipment — Track and roadbed — Chemical treatment versus replacement

**[N.H.]** A railroad's proposal to chemically treat its trestle structure rather than replace the structure was rejected where the commission found the chemical treatment would merely maintain the trestle's present condi-

tion and prevent further deterioration whereas replacement would directly contribute to the trestle's entire structural integrity.

BY THE COMMISSION:

***REPORT***

On August 31, 1983, John M. A. Rolli, President, Mount Washington Railway Company (the "Company" or "petitioner") petitioned this Commission to amend Commission Order No. 15,693, dated June 7, 1982 (67 NH PUC 375), in Docket DR 81-322, which required the complete replacement of the Jacob's Ladder structure on the Cog Railway within a seven (7) year period. Instead, he proposes to chemically treat the structure with what he refers to as the Osmose process. He further petitions that no general replacement of the trestle structure known as "Jacob's Ladder" or the "Long Trestle" shall be required until such time as internal inspection of the individual timber elements indicates a structural necessity of replacement. The Company appends its petition with (1) letters from representatives from the Osmose Railroad Division, (2) preliminary inspection reports of that division, and (3) an agreement stipulating that repairs to the named trestles would be performed at a price of $23,330. The Company also provides published articles from two railroading periodicals attesting to the success of the Osmose process in various applications throughout the Country.

The Petitioner requests prompt consideration in order to treat the trestles during the latter part of September, 1983.

The petition is denied for three reasons. First, the process offered by the petitioner does not contribute to the structural integrity of the system as would be the case with a total replacement of the structure. Second, since the proposed contract would fail to treat at least portions of 11 of the 25 bents in Jacob's Ladder, approval of the petition would directly violate the Commission's intent to improve that structure. Finally, adequate consideration of the issue by this Commission impossible in the time-frame requested.

A review of the literature accompanying the petition reveals the following:

(1) Treatment of wooden members will, at best, only maintain, its present condition and will add no strength to the member.

(2) Treatment may result in extending the life of existing members by only an additional 10 or more years.

(3) Sufficient decay which will assure voids in a member is necessary for the treatment to be effective.

(4) The treatment is utilized in members having up to 15 to 18 percent of decayed material.

The Commission finds that the proposed process is not a satisfactory substitute for the replacement program directed by our previous order. In that earlier order, the Commission found that substantial deterioration had occurred to certain structural members of Jacob's Ladder to the extent that nothing short of its scheduled total replacement over a period of seven years would by the Commission's Rail Safety Inspector in conjunction with those of the Company's own technical personnel. The Company has complied with our Order and has implemented the first year's portion of that replacement program. We have every reason to expect that the replaced members will have a service life in excess of 30 years.

The process offered by the petitioner does not contribute to the structural integrity of the system. It only contributes to maintaining the present condition of the treated members, and since the treatment is expected to extend the life of existing members by only an additional 10 or more years, it does not address the Commission's expectation of a long term solution to the system's structural integrity.

We have no doubt that the process proposed by the Company may have some positive applications within the Cog Railway System. We note that the preliminary inspection reports filed by the petitioner are not limited to Jacob's Ladder, and we encourage the Company to take whatever steps are necessary to preserve the members of the remaining system.

The Company has seven years in which to make a total replacement of the trestle. We have no objection to the Company utilizing the Osmose process on sections of Jacob's Ladder pending scheduled replacement. Should the Company elect to do so, and should the Company find after a period of years that certain treated sections of the trestle do not, as a result of the process, require replacement, we will accept a petition by the Company to reconsider our Order. It is premature to do so at this time, however. Our Order will issue accordingly.





signed: *Paul R. McQuade (far left)*
*Lea H. Aeschliman (middle)*
*Vincent J. Iacopino (near left)* Commissioners

***ORDER***

Based upon the foregoing Report which is made a part hereof; it is hereby

ORDERED, that the Petition of the Mount Washington Railway Company to amend a previous Commission Order No. 15,693 dated dune 7, 1982, in Docket DR 81-322 and relieve it from the responsibility of a general replacement of the trestle structure known as Jacob's Ladder, is hereby denied

By Order of the Public Utilities Commission of New Hampshire this twenty-third day of September, 1983.

**Wayne Presby Letter to Clinton Clough Construction**
**RE: Work at Base Station**
**September 28, 1983**

Dear Clint:

I have enclosed a copy of the Contract for the work you are to perform up at the Cog Railway Base Station. After you have reviewed this, if it meets with your approval, please stop by my office so that we may execute the originals. We would like to start this work as soon as feasible for you, but we would like to complete it before the snow flies and given the extreme weather conditions up at the Base Station, there is no knowing how much time there will be before winter conditions begin.

Very truly yours,

Wayne W. Presby

Wayne W. Presby, II, Sec.

**Contract with Clinton Clough Construction**
**RE: Base Station Work**
**October 3. 1983**

AGREEMENT, made this 3rd day of October1983, by and between Clinton Clough Construction, Inc., a corporation duly organized under the laws of the State of New Hampshire with a principal place of business located in Littleton, County of Grafton, and State of New Hampshire, 03561, hereinafter called the "Contractor" and The Cog Railway, Inc., a corporation duly organized under the laws of the State of New Hampshire with its principal place of business at 126 Main St., County of Grafton, State of New Hampshire, hereinafter called, "Owner".

WHEREAS, Owner is desirous of having certain work performed at premises located at the Mount Washington Base Station, and

WHEREAS, Owner is interested in having Contractor perform said work, and

WHEREAS, Contractor is interested in performing said work, the parties hereto agree as follows:

1. That Contractor shall build a drainage ditch approximately six (6) feet wide and three (3) feet deep behind the present cottages on the upper side of the parking lot and cleared areas, said ditch to terminate in brook.

2. Contractor shall build three (3) runoff ditches on the upper side of each of the graveled parking lots into a main ditch at the rear of the parking lots terminating at the brook.

3. That the Contractor shall prepare a roadbed for an additional track beside the existing shuttle track and in doing said work shall relocate the timber storage, remove the coal storage and loading structures, install a two to three foot diameter culvert at the brook, prepare the roadbed, spread and shape materials furnished by others.

4. Contractor shall level of fill furnished by others for new parking lot, said parking lot to be constructed of fifteen hundred (1500) yards of base materials and five hundred (500) yards of crushed gravel, said leveling off shall also include shaping, removal or relocating of existing boulders.

5. Contractor shall grade off borrow pit on forestry land, said grading shall not entail the cutting of trees.

6. Contractor agrees that in the building of the drainage ditch mentioned in #1 above he shall place all boulders excavated from the ditch on the uphill side of the ditch and place all dirt on the downhill side of said ditch and that he will attempt to place the ditch as close as possible to the edge of the Owner's property.

7. Owner agrees to pay to Contractor for the completion of said work the sum of Eleven Thousand, Three Hundred Fifty Dollars ($11,350)

8. Contractor also agrees to dig on the opposite side of the tracks from the current coal loading bunker four holes meeting specs set by Loxley Ness for the purpose of accommodating cement footings for the erection of the new coal loading Bunker. Contractor also agrees to finish building the dyke on the now existing pond to a height set by Loxley Ness, said work to be performed on the coal bunker and on the pond are to be billed at the Contractor's standard hourly rates.

9. Contractor agrees to perform all of the above work on or before the 1st day of November 1983.

IN WITNESS WHEREOF, the parties have set their hands and seals this 3rd day of October, 1983.

**The Cog Railway Inc.**
**Planning for Profitability 1984**
***Joel Bedor's Handwritten Notes***
**October 10. 1983**

1. Shuttle, museum, crafts, fairs, old car exhibits, etc., exhibits, model train museum (JB to discuss). Establish $3.50 or four dollar admission nonrefundable - three dollars net to cog after advertising, etc.

Run 1-man (engineer), shuttle crew, new ticketing system at Ammonoosuc with no brakeman taking tickets Use long or short tickets to be organized by one of the Ammonoosuc employees who would issue tickets in taking person at the gate new. More people pay to get in since they are out of the car, a train is waiting for them, etc. at Cetera.

2. Additional train - diesel or steam and Waumbek station for tours, etc. Although potential for the additional train is 40 $420,000 - conservative estimate of additional revenue for '84 is $150,000 for about ⅓ of the capacity current fleet could be conservatively.

3. New heating system for main buildings and relocation of living space for employees including complete refurbish of "Dorm."

4. Conservative Potential for early and late season ridership is around in around passenger layer revenue is 250 passengers per day for 90 days or $450,000. I believe we should start planning an early season promotional campaign to accomplish this goal and allocate a large portion of our add budget of $80,000 towards this goal and cut back later if weather, etc. fouls us. p.s With good weather however we could continue to hit the advertising hard assuming the added revenues are coming in.

Let's research state statistics, etc. to see how many people are in the state during the non-peak times to see if projection is reasonable. Assuming a 125 day season we could do (with the added train) 100,000 people and increasing current non-peak by 250 people per day generates only about 65,000 to 70,000 people.

Remember people seem to ride, once they are at the Cog, even if the weather is bad

5. Develop more train crews to reduce overtime pay and provide for peak needs. Savings may be nil but added revenues could result ads, etc.

6. Employee relations - personal personal training in policy - extra crews, into cruise etc..

**The Cog Railway Inc.**
**Planning for profitability 1984**
***Bedor's Spreadsheet***

| | | | |
|---|---|---|---|
| 1. | Admission $100000 net people @ $3 = | | $300,000 |
| | Cost: 2nd track | $40,000 | |
| | Museum | $20,000 | |
| | Fire engine or other transportation | $10,000 | |
| | Museum staff etc. | $ 5,000 | |
| | Unforseen Cost (adv. etc) (set up shops) | $25,000 | $100,000 |
| | Net to Cog | | $200,000 |
| 2. | Added train @ 50 days per year | | |
| | 1/2 way run for 100 days | | |
| | 100 trips @ $1000 | | $100,000 |
| | 100 trips @ $ 500 | | $ 50,000 |
| | Costs: Engine | $100,000 | |
| | Coal | $ 15,000 | |
| | Labor | $ 10,000 | |
| | Maintenance | $ 15,000 | |
| | Other | $ 10,000 | $150,000 |
| | Net to Cog | | 0 |
| | Total 1984 added net to Cog | | $200,000 |
| | 1985 and future | | $275,000 |
| | | | $125,000 |
| | | | $400,000 |

Authorize JB to look into other museums etc. to study proposal #1 above

***Handwritten Draft of Letter to Board***

To the Board of Directors
The Cog Railway, Inc.
Littleton, N.H.

Gentleman:

Thanks, primarily to the fine job Loxley and John have done in keeping our equipment running, we have experienced a very respectable season. Although all that we set out to do at the beginning of the season has not been completed, much has been accomplished, in terms of making people aware that the cog exists largely due to the efforts of Bob Shafer.

## Documents - 1983

We want now we must now step back and look at the future with an I not only toward protecting our accomplishments, but toward building on them. Our greatest potential for improving profits in the short term appears to be in two areas, which are closely related.

1. Development of the base area as an attraction to get more people to the cob to hopefully ride to the top of the Mount Washington, and to act as a hedge against bad weather and other unforeseen mountain problems, and two. Refurbishing or development of an additional engine to provide more peak time capacity, and for a replacement for breakdowns.

I will elaborate on what I think needs to be done. I hope that we can all have some input into the plan, and that management will work diligently toward accomplishing it. Substantial profits will be the result.

1. The base area: the development of the base as an attraction in addition to the train ride is our greatest profit potential at the least cost. We must provide enough value for the admission charge so that it does not need to be refunded for those riding to the top of the mountain. There should this should provide an additional $200,000 minimum net income in 1984 based on 100,000 base visitors at three dollars per person. As a minimum to accomplish this, we would need to:

1. Build new shuttle track so everyone can effectively ride the Cog's.
2. Have a back up rides such as the fire engine.
3. Build a museum to be added in future years.
4. arrange for craftsman.
5. arrange for a special events, such as antique car shows, antique fairs, etc.
6. arrange to get model train museum in Bethlehem to move to the Cog
7. Complete the grounds including additional picnic facilities, ducks, geese, etc. at the pond area and area for children's play area, consider any small train move and or require additional buildings old stations.
8. Promote the base area locally.
9. Change ticketing system to Ammonoosuc station.

Clearly, this is going to take some management time. If Mr. Schafer were willing to accomplish these goals over the winter, I would recommend keeping him on the payroll.

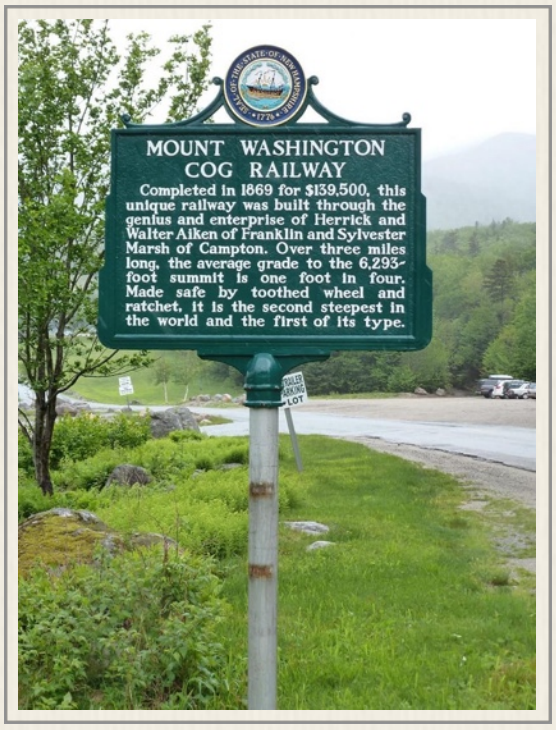
2. The development of another train, either diesel or steam could also add substantially to our profits, although not the first year. I favor another steam locomotive, although with diesel would be acceptable, if styled after our existing fleet. I think we have tread lightly and not Emphasized enough, the fact that ours, do are the only steam con locomotives in the world, operating on a daily basis. The mystique should be preserved and can work to our benefit. Wambach station should be an Integral part of the service available with the extra locomotive. Although potential for the additional train is $420,000 in additional revenues, conservatively, I feel that 150,000 in additional revenue will be generated by it in 1984, and the cost will be an equal amount. In future years, the return will be handsome, however.

There are other less critical but important matters which management should address in 1984. Some of the ones which come to mind are:

1. New heating systems and consolidation of help quarters at the dormitory and a complete refurbishing of the dormitory.

2. Promotion of early and late season which is ⅔ of our operating season with the objective of increasing ridership by 250 people per day or a potential of $450,000. The result being at only 70% capacity. And early season Promotional campaign should be designed to accomplish this goal. If weather fails us, we can reduce the expenditure. If weather is with us and the results materialize, we should expand the budget. Let's remember that most of the people who actually make it to the cog will ride. We simply need to get more people there.

3. develop more train crews to reduce overtime and alleviate peak train problems, Costs swings may be nil, but additional revenues could result.




**George Burdick Note to Wayne Presby**
**RE: Register of Historic Places**
**October 18. 1983**

Dear Wayne,
Pursuant to our conversation I had a very positive meeting (with) the State Historic Preservation officer, Christine Fonda, at Concord Monday the 17th.

I have the application for us to place the Railway on the register of historic places and wish to proceed with this matter.

I see no negatives in regard to being on the Register.

After a decision to proceed by the owners I would write up the register document in such a fashion as to take the 25% tax credit on anything my experience indicates can be done. I have the experience to do this in the railway field.

Let us pursue the matter o that the credit can be taken for the Osmose Treatment Project, retubing the water pump boiler and the new locomotive boilers!

Sincerely Yours, *George Burdick*

**NH Park Ranger Gordon H. Miller Letter**
**to John Rolli - Cog Railway Inc.**
**RE: Summit House Water Meter Readings**
**November 11, 1983**

Dear John:

During the latter part of October I wrote you a letter showing the total number of gallons of water pumped to the summit this season. However, I received a note from Bill Carpenter, dated November 8th, saying that you wanted the beginning and ending meter readings.

| | | |
|---|---|---|
| They are as follows: | Ending reading | 361170 |
| | Beginning reading | 263660 |
| | Total pumped | 293310 |

If you need further information please let me know.

Sincerely, *Gordon*

**NH Transportation Department Memo**
**To Gov. John H. Sununu**
**RE: Carroll Rt. 302 Relocation**
**December 15, 1983**

**From:** John A. Clements Commissioner
**Subject:** Report of the Special Committee Carroll BR-F-032-1(15) - P-310

Attached hereto is a Report of the Special Committee and a copy of the Transcript of Hearing for the subject project. The Committee has found the necessity for the occasion of the layout and the limitation of access.

It is recommended a Commission be appointed to lay out the highway.

***REPORT OF THE SPECIAL COMMITTEE***
***FOR***
***CARROLL BR-F-032-1(15) - P-3101***

July 26, 1983 CARROLL TOWN HALL 7:00 P.M

Upon the foregoing Petition, the Governor and Council assembled on May4, 1983, appointed:

Honorable Rayond S. Burton, Councilor, District No. 1, Woodsville
Honorable Peter J. Spaulding, Councilor, District No. 2, Hopkinton
Honorable Louis J. Georgopoulos, Councilor, District No. 4, Manchester

a Special Committee to hold a hearing in accordance with the provisions of Chapter 230:45, RSA, to determine whether there is occasion for the laying out of a section of U. S. Route 302 in the Town of Carroll.

Upon said hearing held in the Carroll TownHall on July 26, 1983, after interested parties appeared and having heard and read all of the evidence the Special Committee received, and the investigations we have made, we have determined that for the accommodation of the public, there is occasion for the necessity of the layout and for limitation of access with the following specific exceptions:

BRETTON WOODS CORP: Ten (10) points of access up to fifty (50') feet wide at the right-of-way line and one (1) commercial access point all on the Northerly side of the new layout and six (6) points of access up to fifty (50') feet wide at the right-of-way line and one (1) commercial access point all on the Southerly side of the new layout.

Ellen C. TEAGUE: One (1) point of access up to fifty (50') feet wide at the right-of-way line on the Northerly side of the new layout.

ROMAN CATHOLIC CHURCH: One(1) point of access up to fifty (50')feet wide at the right-of-way line on the Southerly side of the new layout.

MAINE CENTRAL RAILROAD: One(1) point of access up to fifty(50') feet wide at the right-of-way line on the Southerly side of the new layout.

MOUNTAIN MOTOR INN ASSOC.: Four (4) points of access up to fifty (50') wide at the right-of-way line on the Southerly side of the new layout. One of the points must be opposite the Mt. Washington Hotel access (Station 384 + 75, more or less) and one for Remick Lane.

Trustees of PROTESTANT EPISCOPAL CHURCH: One (1) point of access up to fifty (50') feet wide at the right-of-way line on the Southerly side of the new layout to serve the Shrine and two (2) points of access up to fifty (50') feet wide at the right-of-way line on the Northerly side of the new layout.

U.S. FOREST SERVICE: One (1) point of access up to fifty (50') feet wide at the right-of-way line on the Southerly side of the new layout.

The request of the BRETTON WOODS CORP.,through David Garcelon, to revise the proposed grade of the new highway at the Corporation's Ski Lodge is DENIED.

The request of William ELL for two access points is GRANTED and are included in the above exceptions for the Trustees of the Protestant Episcopal Church.

The Department is requested to negotiate with Bretton Woods Corp. for the exchange of any unused land near the project and parcels that may be excess property as a result of the improvements of this project.

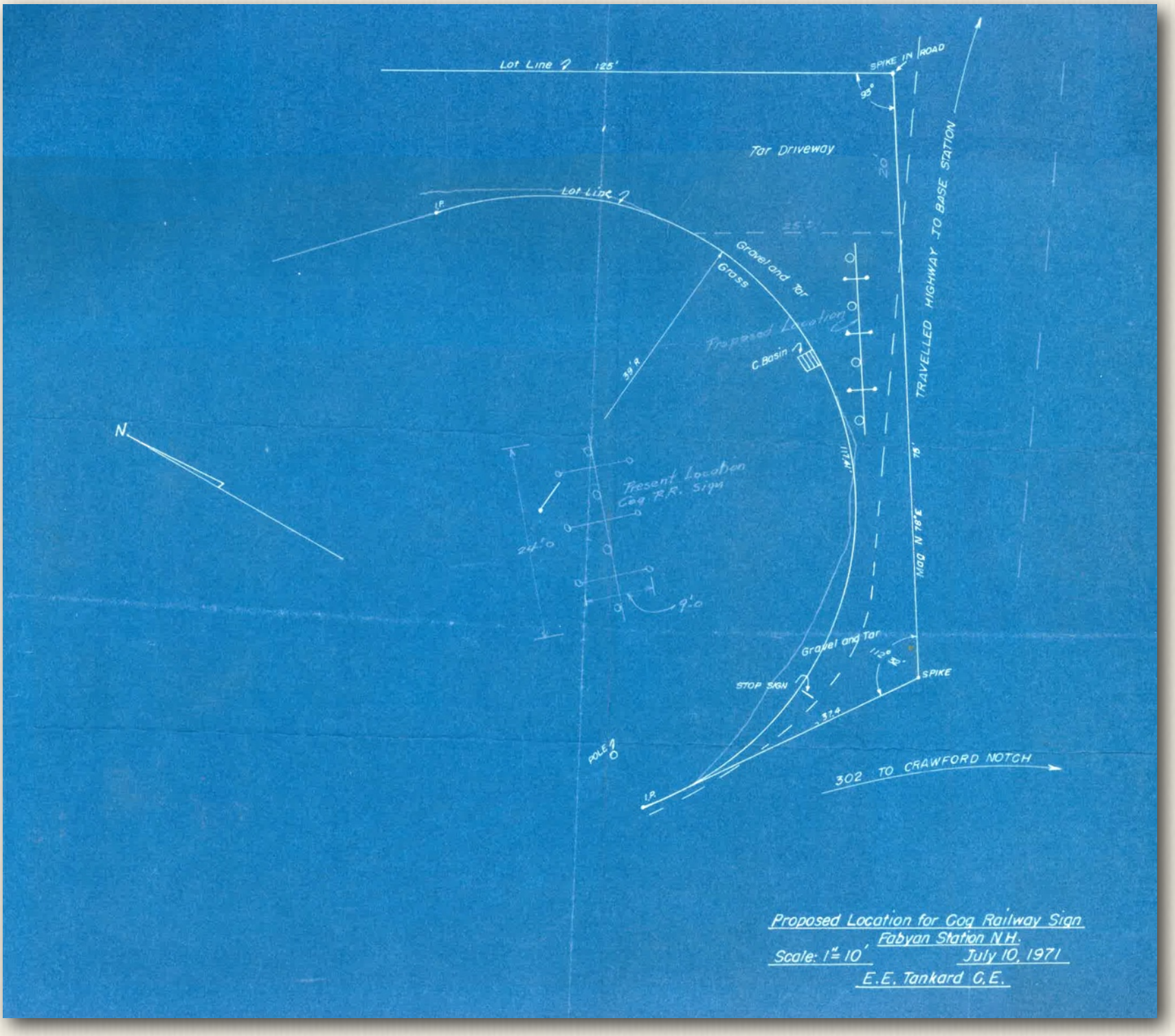
The Department is requested to negotiate with Bretton WoodsCorp. for exchanges or purchases of land formerly owned by the Boston and Maine Railroad that lie over their present property.

The request of the COG RAILROAD INC. for the Department to provide replacement land for their sign is DENIED. However, the Department is directed to work with the Corporation and the abutting property owners to resolve the problem.

*Hearing Testimony*
*RE: Cog Railway Sign*

RAYMOND BURTON: Are there any others who would like to be on the record this evening? Yes, the Chair will recognize Dave Garcelon.

DAVID GARCELON: I'll point out. I'll do a little favor to the Cog and point out that there's a very definite title problem on their piece of property, which is an oval, basically an oval shape property. They have recorded plans and deeds which describe that property and one surveyed on the ground part of it out into the actual pavement of the Base Road. And that was part of the reason why we negotiated a sign agreement with them in case they move the sign. Any rights we might have on another small piece of property across the road, we are willing to negotiate use of that property for their sign under certain circumstances. And I would point out for the Committee that that's part of their problem is that we've actually found the pins that were set many years ago by the surveyor. We found them buried under the pavement, and that was according to recorded plans. And they have title to that and that title has been carried right up until the present day and that's part of the problem. There was no defined intersection as near as we could tell by NewHampshire Highway Department. And so, we felt that we had to recognize that they had title to it, but the HighwayDepartment had the right to make a taking for the public good and could say that you don't own it because it's not for the public good to allow you to own that and, therefore, we had to address the problem of moving their sign.



RAYMOND BURTON: Councilor Spaulding.

PETER SPAULDING: Excuse me, sir. Sir. Do you see this problem of the sign for the Cog Railway as more of a problem between the Cog Railway and Bretton Woods or between Cog Railway and the State of NewHampshire?

DAVID GARCELON: As far as I'm concerned, it's no problem between us and the Cog Railway, but I do see it as a problem between the State of NewHampshire and the Cog because of your power to claim that you own that land and force them to prove different.

PETER SPAULDING: Okay, but if there was a problem just between the Railway and yourself, you don't see any problems in negotiating a, some sort of a settlement so that there could be some sort of sign here indicating ...

DAVID GARCELON: We've already negotiated a settlement.

PETER SPAULDING: I mean, even under the proposal, that would not be a problem.

DAVID GARCELON: No.

HEARING ADJOURNED AT 8:15 P.M.

Letters received during the ten day period following the hearing and to be made a part of the official record.

August 1, 1983

RE: Rerouting of Rt. 302 and its Affect on Cog Railway Sign Location

Gentlemen:

The owners of the Cog Railway are very concerned about the proposed rerouting of Rt. 302 and its impact upon the existing location of the Cog Railway's sign. It is very important to the success of our business that the sign denoting the location and distance to the Cog Railway be in a position which is within the vision of passing tourist traffic on Route 302.

It is our understanding that the proposed rerouting includes the taking of the property upon which our sign now exists. As of yet, we haven't been able to secure another place for our sign and therefore, we feel that our business is in jeopardy if the location for our sign is taken and we have no other location on which to place it. It is my understanding that in some instances the State is taking land from owners and other land is being returned to them to replace it. In the instance of the Cog Railway it appears that the land is merely being taken and nothing given to it in replacement. Other owners of property in the area realizing that the Cog Railway sign is of the utmost importance in the promotion of our business would have us over a barrel and could effectively demand any amount of rent for the placing of a sign upon their property. I would like to stress that the Cog Railway annually carries to the summit of Mt. Washington, a state-owned park facility, approximately 50,000 tourists a year. If our business falters because of the lack of promotional facilities to attract the tourists off Route 302, then in turn the state's business will falter as well. We feel that the taking of the property upon which our sign is located could not be adequately compensated for in money alone and therefore, respectfully request that you attempt to locate and deed to The Cog Railway a parcel of property near the new intersection upon which the Cog Railway could place its sign. We feel that it is only fair given the relationship which exists between the railway business and the summit of Mt. Washington business that we be given a parcel of property to replace the one taken in order to keep our sign in an ideal location to attract potential customers. We will sincerely appreciate any effort you can make on our behalf in remedying this potential problem.

Very truly yours, The Cog Railway, Inc.
By: *WayneW. Presby, II*, Sec./Agent

## ≺1984≻

### Agreement
### The Cog Railway Inc. & Brett Hall
### Jan-Feb 1984

Agreement made this ___ day of _____ 1984 by and between The Cog Railway Inc., a New Hampshire Corporation validly formed and existing under the New Hampshire State Law with its principle[sp] place of business at 126 Main St., Littleton, New Hampshire, 03561 hereinafter referred to as Cog and Brett Hall of 136 Piedmont Avenue, Winston-Salem, North Carolina, 27102, hereinafter called Hall.

Whereas, the Cog is the owner and operator of the Mount Washington Cog Railway, a historical landmark and major tourist attraction of New Hampshire. And, whereas, the Cog is interested in providing attractions and amusement for the patrons of the Cog Railway and the Tourists who visit the Cog Railway and whereas, as an advent to the Cog Railway, Cog has decided to build and equip a museum to further add to the historical nature of it's[sp] facilities. And, whereas, Cog does not have the expertise to build such a museum and whereas Brett Hall does have such expertise and has submitted plans demonstrating the design and layout of a new museum in the old museum building located at the Cog Railway Base Station. And, therefore, the parties hereto agree as follows.

1. That Brett Hall agrees to build and equip a new museum in the old museum building located at the Cog Railway Base Station in accordance with the plans Hall submitted to the Directors of the Mount Washington Cog Railway.

2. That for and in consideration of said design and building of the new museum Cog agrees to pay to Hall, the sum of Fifteen Thousand dollars ($15,000) to be paid as follows: Four Thousand Dollars before beginning the project, Three Thousand dollars when the project is one quarter completed, Four Thousand dollars when the project is one half completed, and another Four Thousand dollars when the project is three quarters completed.

3. That Hall agrees to have such museum completed and in operation by July 1, 1984.

4. That the museum shall be constructed and equipped in accordance with the plans submitted by Brett Hall to the directors of the Mount Washington Cog Railway except that the cut away portions of the railroad car and engine cab shall be deleted from the proposal and Brett Hall shall not be required to install these items as part of the museum. And, that certain of the other exhibits shall be scaled down and that the number of items on display shall not be as great as originally proposed.

5. That this agreement represents the entire understanding between the parties and that there shall be no additions or deletions to this contract unless they are in writing signed by the parties hereto.

In witness whereof our hands and seals of this ____ of _____ 1984.

Sig: *Brett Hall* sig: - President, Cog Railway

### Wayne Presby Letter to Maine Central Railroad
### RE: Fabyan Coal Bunker
### January 9, 1984

Dear Mr. Scully:

I am writing to you on behalf of the Mt. Washington Cog Railway. As you are aware, the Maine Central Railroad Company, sometime around the end of July or the beginning of August, announced that it would no longer haul cars over its line which runs from Bartlett, N.H. to Whitefield, N.H.

About two weeks before that announcement, the old bunker which was used to unload railroad cars filled with coal for the Mt. Washington Cog Railway had rotted away and collapsed. The railway, August being it buiest season, was in great need of more coal and needed to be able to use the bunker which had collapsed. Engi-

neers in the bridge Department of the Maine Central were contacted and they came down and advised workmen of the Cog Railway and some outside Contractors on the design and construction of a new bunker. The bunker was put in at a cost of approximately Ten Thousand Dollars ($10,000), which included the cement rebar, excavation and other materials which went into its building. The Ten Thousand Dollars represents our cost less ties and bridge timbers supplied by the Maine Central for our use in building the bunker. Unfortunately, all of this construction and preparation went unused because the very day the bunker was ready for service the Maine Central announced that it was no longer hauling cars over the line and would not be able to deliver any coal to us - other than those cars that were already destined for the railway and were somewhere in the system. This came as a great shock to us in that Engineers from the Department of the Maine Central had advised us on how to build the bunker and its only utility was limited to the unloading of approximately three cars of coal which were due to be delivered in the next couple of weeks. I must add that the railway never would have undergone this expense (The bunker collapsed as a result of rotting timbers which had not been replaced by the Maine Central for some time) if we had known that line was going to be shut down as soon as the bunker was completed.

We would appreciate your prompt response to our concerns and hopefully we can reach some settlement regarding any possible claim which may arise as a result of negligent misrepresentations made to us on behalf of agents of your corporation. I look forward to hearing from you in the very near future.

Very truly yours, The Cog Railway, Inc. *Wayne W. Presby, II*, Secretary/Agent

**Bretton Woods Resort Letter to Wayne Presby**
**RE: Rt. 302 Highway Sign**
**February 17, 1984**

Dear Mr. Presby:

Thank you for your letter of January 9. I am aware of your earlier conversation with Bill Shanahan, and your interest in acquiring a location for a highway sign for the Mt. Washington Cog Railway in the vicinity of Fabyans Station.

The taking proposed by the State Highway Department in and around the Cog Road intersection will mean relocating a building and several signs. We will wish to study the highway's plans in considerable detail before we commit to a new location for our signs and yours.

We certainly are aware of your need, and are agreeable to working with you on an appropriate location. We would prefer to lease a sign location rather than selling it, but it would be our intention to provide you with suitable access for maintenance and repair.

I suggested in a recent conversation with Bob Bowker that we try to get together at some point in the next few weeks to review your preferences and ours with respect to location and lease terms. He will contact you regarding an acceptable time and place.

We would want you to consider appropriate size, design, lighting, as well as location, for we would anticipate your sign would compliment the sign program we've been working on for the past few years.

Very truly yours,

**Maine Central Railroad Letter to Wayne Presby**
**RE: Fabyan Coal Bunker**
**February 17, 1984**

Dear Mr. Presby:

After investigating the issue of alleged negligent misrepresentation on the part of Maine Central Railroad Company employees, I must admit that I am somewhat surprised by the tenor of your letter.

In the first place, our engineers advised your people to build the bunker out of used materials provided by the Railroad. It certainly would have been substantially less than the $10,000 cost you allegedly incurred in rebuilding a facility that belonged to and benefited the Mt. Washington Cog Railway.

Secondly, it appears that Mr. Rolli, in his discussion with Mr. R. H. Potter, was aware of the uncertain future of the Mountain Subdivision. Mr. Rolli even mentioned that the Mt. Washington Cog Railway may be interested in purchasing the line from Fabyan to Whitefield. Knowing this, the decision of the Cog Railway to rebuild the bunker, using concrete instead of used timbers and steel spans, does not lead to a conclusion of negligent misrepresentation. *(handwritten note: We were asked to use concrete)*

It might be added that it appears that your company agreed with the Boston and Maine Railroad to accept your deliveries of coal at either Littleton or Whitefield, in return for a delivery allowance of $3 per. *(note: after embargoed line)*

I do not see any grounds for yo claim and it is therefore denied. However, if you have further questions or any evidence you wish to submit for my consideration, please feel free to get in touch with me.

Very truly yours, *Stephen H. Schook*, General Attorney *(note: didn't notify ICC about objections to embargo)*

**Maine Central Railroad Letter to Wayne Presby**
**RE: Fabyan Coal Bunker**
**March 5, 1984**

Dear Mr. Presby:

Thank you for your letter of February 28, 1984.

Your allegation, "at some time subsequent to that engineers on the line returned after we had the bunker almost half way completed out of old cribbing and suggested that we build the bunker out of concrete and steel spans," concerns me enough that I am asking the Engineering Department to again review their files. It would be of great assistance to me if you could identify the person who told your company to use concrete.

However, there are a few misconceptions that I feel necessary to correct. First, the coal traffic you received was not Maine Central Railroad traffic but Boston and Maine. MEC delivered the same as agent for the B&M. Secondly, the embargo of that line is only for that period of time necessary to avoid winter conditions. Once these abate, the line presumably will be open.

This matter will be resolved solely on its own merits, and the fact that you may or may not file a complaint before the I.C.C. concerning violation of the Embargo Rules and Regulations will not be used against MEC to extract a settlement in this case.

Very truly yours,



Stephen H. Shook, General Attorney

**NH Parks & Recreation Dept. Letter**
**to John Rolli - Cog Railway President**
**Re: Water Supply**
**March 13, 1984**

Dear Mr. Rolli:

For many years the Division of Parks and Recreation, Department of Re- sources and Economic Development has entered into an arrangement whereby the Mt. Washington Railway Co. provided potable water to the Summit of Mt. Washington. For the summer season of 1983 this equipment lease was executed with Ellen Teague, President, Treasurer, and Chairman of the Mt. Washington Railway Company.

It is my understanding that the officers of the Company have changed. Therefore, I am interested to know if the Cog Railway, Inc. is prepared to furnish water to the Sherman Adams Building for the forthcoming summer season. I would hope that if you are interested the agreement would be similar to that of recent years.

I am enclosing a photocopy of last years agreement so that you can make the necessary changes if this format is agreeable to you.

Would you please respond as soon as possible because I need to review this agreement with our Attorney General's Office and final approval has to be given by the Governor & Council.

If you have any questions, feel free to contact me. Sincerely, *William H. Carpenter* - Supervisor

**John Rolli Letter to**
**NH Parks & Recreation Dept.**
**Re: Mt. Washington Water Supply**
**March 27, 1984**

Dear Mr. Carpenter:

Thank you for your letter of Mar. 13th indicating the willingness of the State of New Hampshire to execute a new Lease by which the Cog Railway would supply water to the summit of Mt. Washington for the 1984 season. We are interested in continuing to furnish water to the summit building. In connection with this, however, we ask that your department give every consideration to having the summit building stay open, weather permitting, until the close of the tourist season on Sunday. October 14th. You may recall that this last year our company was forced to rent portable toilets for the summit of the mountain because of the shutting down of the summit building at the close of the observed Monday holiday.

As you know, the Auto Road also stayed open during the following week and between the two companies I am certain that a substantial number of tourists were carried to the summit of Mt. Washington. I believe that during the same time the Aerial Tramway stayed open and the summit building at Cannon Mountain continued to receive visitors without undue problem. We realize that in some years past occasionally winter has come in early, but since the new building remains habitable all winter long for use of the weather station people, we see no reason that the season cannot struggle on for six days longer, again weather permitting.

Frankly, if you will keep the summit building open during this coming year, we would be willing to forego any increase in the contract as would be necessary to hold our own against the effects of inflation. We had been thinking of an increase pegged to the Bureau of Labor Statistics' cost of living indicator, but if you can stay open this year we would be willing to hold off for another season.

There are one or two other minor wording changes in the agreement of last year that we would like to see corrected, but we feel that obtaining your agreement to stay open six days longer is the key ingredient needed to make our new contract a success. (As you realize, this will also make more money for the State since the tourist business does remain strong throughout the week in which you close.)

Very truly yours, The Cog Railway, Inc. by *John M.A. Rolli*

**Description of Group Rates**
**for Mount Washington Cog Railway**
**1984**

WELCOME TO THE 1984 SEASON OF MOUNT WASHINGTON'S HISTORIC COG RAILWAY, WHICH CONTINUES TO RANK AS A WORLD WONDER.

***1984 GROUP RATES***

TO THE SUMMIT - ELEVATION 6,288 FEET

| | |
|---|---|
| ADULTS | $15.00 |

CHILDREN (6-15) $ 8.00

ONE (1) ESCORT AND BUS DRIVER COMPLIMENTARY

RATES APPLY TO GROUPS OF 25 PERSONS OR MORE. A $100 DEPOSIT IS NECESSARY ONE MONTH IN ADVANCE TO CONFIRM YOUR RESERVATIONS. WE REQUEST THAT ALL GROUPS ARRIVE AT THE BASE STATION ONE HALF HOUR BEFORE .SCHEDULED DEPARTURE TIME, AND THAT. SHOULD THERE BE ANY CHANGE IN YOUR SCHEDULE OR IN THE NUMBER OF PASSENGERS THAT WE BE ADVISED AS SOON AS,.POSSIBLE.

A CAFETERIA, SNACK BAR AND GIFT SHOP ARE ALL LOCATED IN THE BASE STAT.ION MARSHFIELD HOUSE AND ARE ALL EQUIPPED TO HANDLE YOUR TOURS.

**Description of Food Concession At**
**Mount Washington Railway Base Station**
**For Potential 1984 Contractors**

The Food Concession at the Cog Railway Base Station is comprised of two locations one at Marshfield, the other in the New Ammonoosuc Station. The Marshfield location is equipped with a complete kitchen, a service counter, a 50+ seat dining hall. The Ammonoosuc Station has no kitchen facilities and consists of only a service counter. During the 1983 season the concession grossed approximately $60,000. Of the 60,000, 6,500 was attributable to beer and wine sales. However no facilities were set up in the Ammonoosuc Station. Another problem which may have contributed to the low gross is many of the patrons tend to wait patiently in line awaiting the arrival of the train rather than going into the restaurant or going up to the service counter. Although the tourists were told several times their seats were reserved and the departure of their train would be announced it appears they have a latent fear they will miss the train. To avoid this problem we would like the concessionaire to employ outside vendors to serve the tourists in the general vicinity of the loading platform.

During the '83 season the employees ate all of their meals at the Concession. The Cog Railway paid for these meals, for which they were charged a reduced rate. These meals will not be included as a part of employment. But all employees are to be given a 50% discount on their purchases. Because many of the employees will continue to eat their meals at the railway, varied and wholesome meals must be prepared particularly in the evening. These meals must not exceed $3.50 per person.

Enclosed herewith is a copy of last year's concession contract. The new contract will remain basically the same except for the following:

The operation may begin on May 26 and continue until October 21.

The Garneau's obtained a beer and wine license, the new concessionaire will have to obtain their own.

The Cog will not serve any food but reserves the right to sell candy and cigarettes in the Gift Shop.

The Concessionaire will be responsible for any new installations or carpentry work and any renovations will have to be approved by the Cog.

The only employee meal cost preset will be the evening meal which is not to exceed $3.50.

It will not be necessary to have an employee meal control system.

Gas and Electric will be separately metered and will be the responsibility of the Concessionaire.

There is no set menu for this operation but except for employees it has in the past been basically a fast food type of service, however we believe this trend can be changed. Last year approximately 110,000 people visited the Cog. This year we are adding new facilities and doing a significant amount of TV advertising, which providing the economy stays on an upswing should result in increased business.

We are looking for written proposals, experience, and enthusiasm regarding this operation. Although the percentage offered is important prompt, efficient, and quality service is the main emphasis.

Please send your proposals to the attention of Wayne Presby, The Cog Railway,Inc., 126 Main St., Littleton, NH 03561.

**Kathy-Rae Presby Letter to Sally Mancino**
**RE: Cog Railway Concessions**
**April 9, 1984**

Dear Ms. Mancino:

Thank you for the time and effort which you put into the proposal for the Cog Railway Concessions. I am pleased to inform you that your proposal was selected out of many proposals.

Congratulations you will be the new operator of the Cog Railway Concessions. I will look forward to meeting you this summer.

Sincerely yours, *Kathy-Rae Presby* Cog Railway Inc.

**Indian Head Bank North Letter to John Rolli**
**RE: Cog Railway Financing**
**April 20, 1984**

Dear John:

Please be advised that we have approved your request to renew your seasonal line of credit in the amount of $100,000. You may draw this line at your convenience. It is anticipated that this line will be fully repaid by September 30, 1984.

There have been certain questions relative to violations of loan agreements. We have agreed to wave provisions relative to the payment of salary and benefits to principals, relative to the incurring of debt or relative to the payment of management contracts to the Teagues so long as the following conditions are met:

1) that our loans are being repaid according to terms;

2) that the minimum equity (including subordinated debt due officers as equity) be not less than $300,000 and that the debt to equity and ratio not exceed 3:1;

3) that you are in compliance with any rules- or regulations of the New Hampshire Public Utilities Commission;

4) that the railway and rolling stock are in proper operating order;

5) that the business operates at a profitable level, generating sufficient dollars to service debt.

We were pleased to see the results of your first season. We are sure that you are justly proud of your accomplishments. We wish you the best for a successful 1985.

Sincerely, INDIAN HEAD BANK NORTH, *Willard G. Bromage, Jr.*, Executive Vice President

**Minutes of Special Meeting of Board of Directors Of**
**THE COG RAILWAY, INC.**

A Special Meeting of the Board of Directors of The Cog Railway, Inc. was held at 126 Main St., Littleton, N. H., on May 31, 1984, at 10:30 a.m.

The President presided and the records were kept by the Secretary. The President stated that it was desirable to take action with respect to borrowing money from The Saver's Bank of Littleton, New Hampshire. After discussion, upon motion duly made and seconded , the following resolution was unanimously adopted:

VOTED: That the President, John M. A. Rolli and the Secretary Wayne W. Presby, II, of this Corporation be, and they are hereby, authorized from time to time to borrow money from The Saver's Bank for the purpose of paying insurance premiums for insurance coverage on the Cog Railway, in such amounts, for such length of time and at such rates of interest and upon such other terms and conditions as said officers may deem expedient, and to secure the payment of money so borrowed, and to evidence the indebtedness thereby created to execute and deliver in the name and behalf of this Corporation promissory notes, judgment promissory notes and other like obligations of this Corporation, signed in the name of this Corporation by said John M. A. Rolli and Wayne W. Presby , II and to pledge as security for the payment of said notes and other obligations any property or securities now or hereafter belonging to this Corporation, which notes or other obligations shall be in such form and shall contain such terms, provisions and conditions as may be deemed proper by such officers.

There being no further business to come before the meeting it was, upon motion duly made and seconded, unanimously

VOTED: To adjourn.

A true record.

**1984 Employee Housing**
**Application & Agreement**

COG RAILWAY INC.

Please return this application along with a $50.00 deposit.

1. NAME:
2. SOCIAL SECURITY NUMBER:
3. PERMANENT HOME ADDRESS:

STREET: CITY:

STATE: ZIP CODE:

4. AREA PHONE:
5. ARE YOU A RETURNING COG EMPLOYEE?

YES NO

6. ACCOMMODATION PREFERENCE:
   a. Double Room
   b. Single Room (if space available)
   c. Cabin
7. Roommate

GENERAL: The purpose of this instrument is to establish an agreement between the above individual and The Cog Railway Inc. with regard to the terms and conditions of occupancy of the boarding house/cabins. The individual will be assigned space and is entitled to use of the facilities and services of the boarding house/cabins in accordance with the terms and conditions outlined below. This agreement is for room and board for the period of time indicated on the application form.

Applicants: Please read the provisions of this agreement carefully, sign properly and return with the $50.00 housing deposit. NOTE: Execution of this agreement does not guarantee space will be available in the boarding house/cabins if assignment of all available facilities has been made. Individuals for whom space is not available will be notified as soon as possible following receipt of their application and agreement.

ELIGIBILITY: Only persons hired as employees of the Cog Railway may reside in the boarding house/cabins, unless special permission is given by the Director of Housing.

LENGTH OF AGREEMENT: Housing will be provided from the date the employee moves in until the closing of the Railway on October 30, 1984. Food service may not be available until May 28, 1984.

## Documents - 1984

ASSIGNMENT OF SPACE: The Railway agrees to assign accommodations and provide board only after the employee has (1) completed a housing application (2) submitted the deposit. The Railway reserves the right to refuse or revoke housing to any employee who has demonstrated an unwillingness to abide by housing rules and regulations, or who demonstrates behavior which is incompatible with maintenance of order and propriety in the boarding house/cabins.

USE OF FACILITIES: The rooms and the furnishings provided therein are to be used in the manner for which they were designated. No Railway property, including room and lounge area furnishings, may be moved within the building or taken from the boarding house/cabins without the written authorization of the proper authority. The Railway reserves the right to enter and inspect the cabins and boarding house rooms at any time when necessary to protect and maintain the property of the Railway or the safety of its employees.

RESPONSIBILITY FOR DAMAGE: The Railway expects depreciation through normal usage. However, each individual will be charged for damage or other loss incurred to the building, furniture, and equipment that is the result of his negligence or misconduct. Damage within the employee rooms is the joint responsibility of the employees assigned unless individual responsibility has been determined. The responsibility for determining costs of damages and assessing damage charges is solely that of The Cog Railway Inc.

GUESTS: This agreement is for room and board, for the above named applicant only. No part of this agreement is transferable to any other party. Guests of residents may be accommodated overnight on a space available basis, but only when registered in the office building. The employee host is responsible for the payment of all charges related to the presence of a guest in the boarding house/cabins and for insuring that the guests comply with the rules and regulations.

RAILWAY LIABILITY: The Railway is not responsible for loss of or damage to articles or valuables including money, arising from any cause whatsoever.

BOARDING HOUSE/CABIN RATES: The set rate of $30.00 a week is charged to each employee for room and board. This rate will include three meals per day. No refund is made for missed meals, and uneaten meals are not transferable to others. Special diets will not be provided. A brown bag lunch will be provided for those who have train schedules during meal service hours.

DEPOSIT: If an employee is not capable of making the initial deposit of $50.00, he/she will allow the Railway to deduct the deposit money from the first pay check received. The employee understands and agrees that the deposit originally remitted with his original application as a "holding deposit" which shall upon occupancy, be reapplied as "security deposit" which shall be refundable, in whole or part, within thirty (30) days after the expiration of the agreement period, subject to the following conditions.

1. That there are no damages to or losses of Railway property which were occasioned by the negligence or misconduct of the employee.

2. That the employee has not been evicted for nonpayment or disciplinary reasons.

Noncompliance with the above provisions will work a forfeiture of all or part of the security deposit.

HOUSING REGULATIONS: Regulations include this agreement and all reasonable rules and regulations which may now exist or which may be promulgated from time to time. The Railway reserves the right to terminate this agreement and to take possession of the room at any time for breach of Railway Housing Regulations.

1. Dangerous weapons, including firearms, are not permitted in employee rooms. Explosives of any nature, including fireworks, are not permitted in the boarding house/cabins.

2. Cooking is not allowed in the boarding house rooms.

3. No pets are allowed in boarding house/cabins or adjacent grounds. Employees having pets may be evicted and charged liquidated damages.

4. Please remember, all residents need time to sleep.

Failure to respect the rights of others may result in loss of living accommodations.
Employee's Signature:
Parent or Guardian's Signature (if under 18):
THE COG RAILWAY INC. Director of Housing:

**Lumbermens Mutual Casualty Company**
**Boiler - Fired Pressure Vessel**
**Report of Inspection**
**June 4, 1984**

Engineer James N. Melanson of the Kemper Insurance Loss Control Engineering Department made an inspection visit to the Mount Washington Cog Railway's Base Station on June 4, 1984 to inspect the hand-fired coal-burning locomotive boilers to determine which would receive operating certificates for the upcoming 1984 season. The internal and external inspection would describe any adverse conditions. All seven boilers were described on a single standard report form. Their condition was explained to John M.A. Rolli - president of the railroad.

"All subjected to hydrostatic test - Nos. 1-2-3-4-9 hydro 1½ max
Nos. 8 & 10 hydro 1¼ max.
Only minor caulk-able leakage noted - Please issue certificates."

**Wayne Presby Letter to Robert Welch**
**RE: North Woodstock Billboard**
**July 6, 1984**

Dear Mr. Welch:

Enclosed please find an original and one copy of a Bill Board Lease between yourself and The Cog Railway, Inc. Please sign both of these and return to me and I will then mail you back a fully executed copy of the same for your files. Very truly yours, *Wayne W. Presby, II*

BILL BOARD LEASE

AGREEMENT made this _____ day of July, 1984, by and between, Robert Welch of Route 3, North Woodstock, NH (hereinafter "Lessor") and The: Cog Railway, Inc., a New Hampshire Corporation with its principal place of business at 126 Main Street Littleton, NH (hereinafter "Lessee").

WHEREAS Lessor is the owner of a certain billboard located on Route 3 in North Woodstock, NH, said billboard being located in the vicinity of the miniature golf course and the "Notch Grocery" store, and;

WHEREAS lessee is desirous of leasing from Lessor the Billboard aforementioned, then therefore;

THE PARTIES HERETO AGREE as follows:

1) That the Lessee shall lease from the Lessor and Lessor shall lease to the Lessee the aforementioned billboard for a period of three years from the date hereof.

2) That the Lessee shall pay the Lessor the sum of Four Hundred Dollars ($400) per year for the rental of same. The payment of the first year's rent is hereby acknowledged by the Lessor. All future payments due hereunder shall be payable on the anniversary of this agreement.

3) That the Lessee shall be accorded rights of ingress and egress on the Lessors property for the purpose of maintaining and painting the billboard.

4) That the Lessee shall be responsible for maintaining and painting said billboard. Any alterations to said sign may only be done with the Lessor's, approval but the same shall not be unreasonably withheld.

5) Upon the termination of this agreement Lessee shall be given ample time to remove its property if any from the Lessor's premises.

**Cog GM Robert Schafer Letter**
**to Wilson Bus Company**
**Attn: Ken Lindell**
**RE: Breakdown**
**August 24, 1984**

Dear Mr. Lindell:

Enclosed please find 40 souvenir spoons as a token of our appreciation for your business and to apologize for the breakdown our train suffered when you last visited us.

Perhaps you could give these out to the people involved or if thats not possible you may wish to use them in another promotion sometime in the future.

Although our record of breakdowns has greatly improved the last few years we still are not perfect. Next year we expect to be perfect or better.

Thanks for your understanding, see you September 13. Sincerely Yours, Robert Schafer, General Manager

**C. Anthony Adlerbert Letter to Wayne Presby**
**RE: Mt. Washington Cog Railway Acquisition**
**September 13, 1984**

Dear Wayne:

As always I enjoyed getting together and hope that everyone made it home safely. In regards to our meeting, I am extremely enthusiastic about your Mount Washington Cog Railway Company, and at this time I have several investment groups that could be possibly interested in acquiring it. Please forward any sales information that might be beneficial to us both.

I would like to suggest that you seriously consider the possibility of Bromley Mountain as a possible acquisition and if your clients become serious I would be happy to present any offerings on your be half.

In regards to the Mountain View Hotel Complex, this is of great interest to me as well. I will however, contact my parties to determine whether or not the American Colonial Country Inns has been in contact with them on other matters. If it is determined that they are dealing with a different hotel group I will advise you so that we may proceed accordingly. I would sincerely appreciate as well receiving a copy of my assignment with regard to S.B. Fun Tan.

My sincere thanks in advance.

Sincerely, *Tony* - Senior Investment Broker - Preferred Investment Group

**Wayne Presby Letter to Preferred Investment Group**
**Attn: C. Anthony Adlerbert**
**RE: Acquisition?**
**September 19, 1984**

Dear Tony:

It was a pleasure to be able to meet with you and Steve again. As usual I had a good time and I look forward to another such meeting in the future.

I am enclosing herewith for your review a brochure for the Mt. Washington Cog Railway and a booklet entitled, "The World's First Mountain Climbing Cog Railway". I think you will find the history of the railway very impressive.

I have also enclosed a Financial Statement for the year ending December 31, 1983. The year end statements are not currently available for 1984, but from the monthly statements it appears that the railway had an increase in revenues of some one Hundred Thousand and a decreased labor cost of some Forty Thousand. As you well know, this year has been drastically off as far as tourism goes. The prime indicator of that is the Tramway at Cannon Mountain which has reported a 301 decrease in sales from the previous year.

As you will note, I have circled several items in red on the Financial Statement. Most of these items relate to debt service and payments to principals. In addition there are amounts which are not reflected on the year end statement which were paid out of the company. These amounts were principal payments on Notes outstanding at the outset of the year. During the 1983 season $50,000 was paid down on one Note. The $25,000 Note to finance the insurance payment was paid and a $100,000 working capital loan was paid, so in addition to the bottom line, and those payments made to the principals or for the principals, or debt service, there was approximately $175,000 in principal payments paid. The bottom line is in the neighborhood of Four Hundred Thousand Dollars. This was, of course, our first year of operation. We feel that the railway has no where to go but up from here. Our projections put us somewhere in the neighborhood of Two and a Half Million Dollars a year by 1987 with a profit margin of some 60%. In addition, my partners and I feel that the area in which the business is located is a boom area and the boom has already started. T he population will show substantial increases in the next five to ten years and the Cog should benefit substantially.

The railway with its current motor power has a capacity of a hundred and eight thousand people a year at a cost of Twenty Dollars per ticket. That would indicate that Two Million One Hundred Sixty Thousand could be earned from passenger revenue alone. In addition to the passenger revenue there is, of course, a restaurant, a gift shop and gate sales. We also receive fees for pumping water to the summit for use by the State of New Hampshire.

My partners and I will entertain any offer of Five Million Dollars or higher. I do not feel at this time that they are willing to accept anything lower than that amount. It is true that with a net of some Four Hundred Thousand Dollars the property is not valuable at perhaps more than Four Million, but the potential for growth is magnificent and we feel that the railway is worth the sum which we are asking.

If any of your contacts appear interested in this prospect, please feel free to contact me and we will arrange to give them a tour of the premises.

Now in regard to the other matters that we discussed, I believe I have some parties that may be interested in Bromley Mountain, but I think that it is necessary for you to suggest to me what type of money you believe would be needed to make the acquisition. The question is, of course, one of semantics. There is no doubt that my parties may be willing to spend as much as Two and a Half Million, but may bawk[sp] at a price of Five Million and it will, of course, be necessary for them to take a tour of the facility to determine what they feel its potential actually is.

There is one other matter which you mentioned in your letter which evidentally there is some confusion about. When last we met I had mentioned to you that I knew of a hotel/motel complex which could be purchased. The name of that motel is the "Perkins Resort Inn" in Littleton. It is my understanding that the resort can be purchased for One Million Two Hundred Thousand Dollars. I have enclosed herewith a copy of financial information and a description of the property. Much more information can be given to you if you feel you have a prospective purchaser. There are 50 units, swimming pool, additional space for several tennis courts or expansion of the motel. It also has the best restaurant, dining and convention facilities of any motel in Littleton.

If you have any more information for me in regards to any of these matters, please feel free to contact me. I look forward to hearing from you.

Very truly yours, *Wayne W. Presby, II*

*enclosure:* Description of Acquisition:

**NH Parks & Recreation Department Letter**
**to Wayne Presby - Mt. Washington Cog Railway**
**RE: Summit House Water Supply**
**September 19, 1984**

Dear Mr. Presby:

Enclosed is an original and three copies of the lease between the State of New Hampshire, DRED, Division of Parks and Recreation and the Mt. Washington Railway Company. This document provides for the lease of the equipment to furnish water to the Summit of Mt. Washington.

The Attorney General has reviewed the lease as submitted by you on August 2nd and the enclosed document is the corrected version. The changes are as follows:

1). Identifying Ralph Bricket as Commissioner of the Department.

2). Identifying Wilbur LaPage as Director of Parks and Recreation.

3). The second paragraph of Paragraph J has been amended per the Attorney General's request (copy of letter attached).

In order to submit this agreement to Governor and Council for their approval, I will need the following:

a) The signature of John Rolli, President, duly witnessed in the appropriate section by a Justice of the Peace and Notary Public.

b). Certification (sample attached) indicating that Mr. Rolli is authorized by the Board of Directors to enter into this agreement.

c). A certificate of good standing. I can obtain this for you if you will provide me with a check in the amount of $l made payable to the Secretary of State.

d). A schedule of equipment (copy of last years enclosed).

I regret that it has taken so long to consummate this lease. However, if you send this back by September 24th, Governor and Council can take action on it at their October 2nd meeting. The next meeting after that is October 24th. If you have any questions, please call me immediately. Sincerely, *William H. Carpenter*

**Mount Washington Railway Lease with**
**NH Parks & Recreation Department**
**Water Supply**
**October 5, 1984**

THIS EQUIPMENT LEASE, effective as of the date it is approved by the Governor and Council, between the State of New Hampshire, Department of Resources and Economic Development, Ralph E. Brickett, Commissioner, hereunto duly authorized through Division of Parks and Recreation, Wilbur F. LaPage, Director, hereinafter referred to as the "State", and the Mount Washington Railway Company, of Mount Washington, New Hampshire, John M.A. Rolli, President, hereinafter called "the Company".

Company hereby leases to the State and the State hereby leases from the Company the equipment and personal property, together with all replacement parts, additions thereto and substitutions therefore (the "equipment") described in the schedule attached hereto, upon the terms and conditions hereinafter set forth.

The term of this lease shall begin January 1, 1984, and shall end on December 31, 198 . State hereby agrees to pay the following rental in accordance with the following schedule:

A. $7,500 on the effective date of this contract

B. $7,500 on September 15, 1984

The rental of the equipment is based upon a utilization by the State of not less than 300,000 or more than 650,000 gallons. To the extent that the utilization by the State exceeds 650,000 gallons, the State shall pay to the Company the sum of 2.2 cents per gallon for each gallon in excess of 650,000 gallons, such payment to be made to the Company on October 15.

Lessor agrees that in addition to providing the equipment to the State, the Lessor will provide such employee or employees of the Company as are necessary to operate the equipment. In accordance with the foregoing the parties specifically agree as follows:

A. The operation of the equipment will be sufficient to supply, as required up to 6,500 gallons of water in any one day. The line will be metered by the State at the end of the Company's pipeline.

B. Such operations are subject to the provision that they will not be conducted whenever the temperature and wind conditions do not permit safe operation of the existing exposed pipeline between the Base Station and the Summit.

C. The Company specifically agrees that it will operate the chlorination equipment at the Base Station in accordance with the requirements of the New Hampshire Water Supply and Pollution Control Commission, and Parks Division Personnel at the Summit.

D. The Company will maintain all of the equipment and all of the pipeline from the Base to the Summit. The State will be responsible for the maintenance of all pipe and storage facilities beyond the end of the Company's pipeline at the Summit. The equipment of the Company will be connected to the facilities of the State through a connection from the supply pipeline located on the west side of the Trestle of the Company to existing storage facilities owned by the State.

E. In addition to the maintenance of the equipment set forth in the attached schedule, the Company agrees that it will provide minimal maintenance of its wooden summit water tank but it is not required to make major repairs or capital expenditures to maintain the tank. The Company agrees that it will fill that water tank for use by the State for fire fighting purposes. The cost of the necessary connections to any emergency firefighting pumping system will be borne by the State.

F. In order to prevent unnecessary damage to the Company's equipment, the State agrees that it will notify the Company of changing weather conditions in sufficient time for the Company to drain the pipeline and cease any pumping operations and conversely, to begin pumping operations.

G. In the event that during the term of this lease the Company is unable to supply equipment which will allow the delivery of water at the Summit in accordance with the provisions hereof, the State shall be liable for rent of such equipment computed on the basis of the water actually received at the Summit storage tanks and computed for payment at the rate of 2.4 cents per gallon.

H. In the event that the Legislature fails to appropriate, reduces, or terminates funding for this agreement, the State shall have the right to withhold payment until such funds become available, and shall have the right to terminate this agreement upon giving the contractor notice of such termination

I. The Company agrees to perform and faithfully observe and comply with all and singular the conditions, regulations and provisions prescribed herein and further indemnify, save and keep harmless, the State of New Hampshire, its officers, agents and employees of and from all liability, lien, judgment, cost, damages and expense of whatsoever kind which may in any way be suffered by the State or by its said officers, agents or employees by reason of or in consequence of the lease herein provided for, as aforesaid, or for or on account of any act or thing done or omitted to be done under the authority or supposed authority of subject agreement.

J. As further consideration for this agreement the State agrees that it will, weather permitting, keep the summit building open for the week ending October 14, 1984.

Notwithstanding any provisions of this Lease, nothing herein contained, shall he deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Lease.

That it is the intent of the parties hereto that the Company shall be legally considered as an independent contractor and that neither the Company nor its employees shall, under any circumstances, be considered servants or agents of the State of New Hampshire, and that the State shall at no time be legally responsible for any negligence on the part of said Company, its servants or agents in either personal or property damage to an individuals, firm or corporation.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
*Ralph E. Brickett*, Commissioner
*Wilbur F. LaPage*, Director - Division of Parks and Recreation
MT. WASHINGTON RAILWAY COMPANY
*John M. A. Rolli*, President

**John Rolli Letter to**
**Motel-Campground-Attractions Industry**
**RE: Sales Referral Program**
**Report of Inspection**
**December 4, 1984**

Dear Friends and Associates,
We at the Cog Railway are writing to wish you the very best of the Holiday season. Although the past summer did not quite match the peak of the previous season, we at the Cog Railway still enjoyed a respectable amount of tourist visitors. Part of our success at the Cog is related to customer referrals from those involved in our special promotion programs.

Enclosed is our check for your final sales commission of the 1984 season. Even though some of these are for small amounts, we want you to know that we appreciate each and every one of your who took the time to tell your guests of our attraction and to give them one of our special discount tickets.

Next season, we hope to expand this program to offer at large discount to your guests, and to increase the time that the discount ticket is usable. We invite all participants in our special discount program to ride with us next June to renew your acquaintance with us and we enclose your complimentary pass for your use next spring.

Best wishes and a successful winter season to all! John Rolli

Handwritten note: Good idea ! *(longer use time)* Thank you very much *(for the pass)* - *David A Gleason*

## ≺1985≻

**1984 Season Statistics**
**From copy of George T. Noyes**
**Insurance Policies Renewal Letter**
**March 14, 1985**

***Number of Passengers last season*** *(1984)*: 42,272
***Total Payroll:*** $274,444.05
***Total Revenues:*** $ 1,090,082

**US Forest Service Special Use Permit Amendment #3**
**Mount Washington Cog Railway Co. Water Supply**
**White Mountain National Forest**
**March 8, 1985**

For Water Supply issued to Mt. Washington Cog Railway Company, on 10/22/54 which is hereby amended as follows:

AMENDMENT No. 3

The two five inch (5") pipelines described in Item A of the special use permit, being those lines running generally along the Ammonoosuc River, no longer being serviceable for the carrying of water, the permittee is hereby authorized to install as a replacement in service therefore one ten inch (10") o.d. aluminum pipeline. The existing two 5" pipelines shall be left in place as a support structure and the new pipeline shall be securely affixed thereto. To insure that no more water is withdrawn from the Ammonoosuc River by the new pipeline than was withdrawn by the two old ones, a "choke" device consisting of a section of pipe no more than seven (7") inches in diameter shall be inserted at some suitable point in the new line. All new pipes and fittings shall be painted with a color to match as nearly as possible that of the existing pipelines.

This Amendment will have no force and effect until the permittee has signified acceptance of its provisions and conditions by signing below and returning the duplicate copy to the Forest Supervisor.

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

3/8/85
Date

MICHAEL B. HATHAWAY
Forest Supervisor

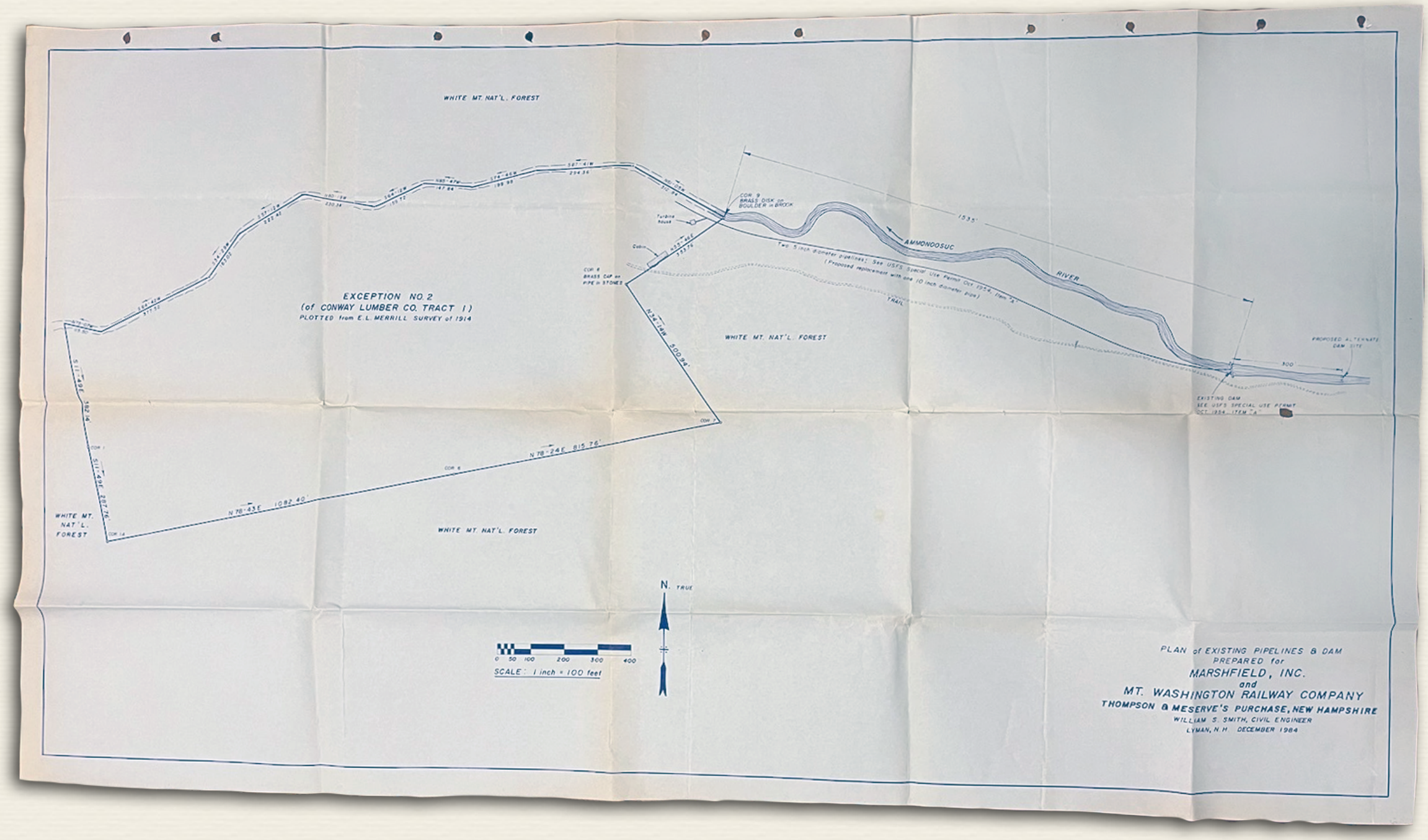
**Manager Interview Questions**
**1985**

1. 4 Engines are on the hill in the 1 and 2 are above Waumbek and the 3 and 4 are above Skyline all are on the main line. 1 & 3 according to the engineer cannot be budged. The people and trains must get off the mountain safely.

2. What propositions or incentives would you suggest the Cog Railway Inc. give to engineers to keep them working hard and keep them dedicated to future service with the company.

3. We have encountered problems in actuality and in the eyes of the public with safety. How would you cure this actual and perceived problem?

4. The loss of tools and equipment is a serious problem at the Cog Railway, what would you do to alleviate this problem?




*Map of Existing Pipelines & Dam - Mt. Washington Railway Company found in US National Forest Service White Mountain National Forest files in August 2023. Map dated December 1984*

5. As an overall employee problem how would you increase morale and extract greater dedication from workers.?

6. As an outsider what do you perceive as problems with the Cog Railway and what would you do to correct these perceptions?

7. The trestle just collapsed, a train and thirty people went down with it what should you do?

8. The Cog Railway is operated on half AC and half DC power. Which power source would you suggest we go with Hydro v. Diesel?

9. A customer comes down who is infuriated with a 2 hour delay and demands his money back, how would you handle this situation.

10. You are informed by an engineer that a portion of the track seems to be unsteady, what should you do?

11. At 9:00 pm you are informed that 3 engines won't be able to run without major repair and 8 buses are arriving throughout the next day, how could you handle the flow of people?

12. How would you make the admission fee acceptable? How would you get the people to want to pay the $2.00 fee.

13. What type of incentives to ride early trains, late trains, and during the off season could you offer the prospective customer to increase ridership?

14. Our employees are viewed as grubs and slobs what would you do to improve their image with the public and their self image.

15. What would you suggest we do to give employees the feeling they have input in the operation?

16. A boiler on one of the trains ruptures and needs repair immediately, what would do you do?

17. Our shop foreman holds a crucial position in the company, what type of incentives would you offer him.



**Cog Letter Inviting New Hampshire**
**Tourist Facilities to Make Railroad Reservations**
**April 3, 1985**

Dear Mr. Clermont,

Please find enclosed .for your reading pleasure the book, *They Said it Couldn't be Done,* written by Donald H. Bray, about the Mount Washington Cog Railway and its history. I found it to be very interesting and hope that you will, too.

Also, please find enclosed the "Cog's" descriptive brochure and our full color print pak along with our 1985 group rate sheet.

We .understand that through your business *(Beacon Motel)* in Lincoln you deal with many large groups and bus tours, and would like you to know what services the "Cog" can offer them. As you will note on the group rate sheet, the cost is $15.00 per person. We have not changed the group rate from last year, while the rate to the General Public has increased to $24.00 per person. So, you can see that we are really doing our best to attract and satisfy groups such as the ones that your establishments cater to.

If you are interested, John Rolli, President of the Corporation will be glad to discuss the possibilities of making reservations with you. Please feel free to contact us. Hoping to serve you in the 1985 summer season.

Sincerely, *Kelly Sheedy*

**Cog Railway Off Premies Contact Program**
**Contract with Mittersill Timesharing Resort**
**May 10, 1985**

In reiteration of our agreement pertaining to the CogRailway1 s participation in Mittersill's O.P.C. (Off Premises Contact) Program, the following must be approved:

1. Mittersill agrees to buy 100 Cog Railway tickets in advance at a price of $15.00 per ticket. This ticket entitles the recipient to entrance and a round trip on the Cog Railway. The Cog Railway agrees to reimburse Mittersill for the unused tickets which were bought in advance.

2. The Cog Railway will allow Mittersill to have one booth at the entrance of the Cog Railway and another booth inside the Marshfield Lobby. The booths will be there for information, to inform individuals on how they can redeem the purchase price of their tickets, and to assist individuals in obtaining tickets to ride the CogRailway. In no way will a customer be forced to visit the Mittersill booths. Customers will be directed to the nearest booth by employees of the CogRailway, only if they are in need of the information which Mittersill has to offer.

3. The Cog Railway will allow Mittersill to have an insert in their pamphlet which the ticket seller gives to individuals who have purchased tickets.

4. Layout and copy of any literature used in the O.P.C. Program shall be approved by the Cog Railway prior to printing.

Approved: *Wayne W. Presby* - Cog Railway Inc.
Approved: *Kathy-Rae Presby* - Ass't Dir. of Marketing, Mittersill Timeshare Resort*

* Wayne Presby's sister, Kathy-Rae was working for the Mittersill Alpine Resort's Timeshare program at the time of this contract. The Mittersill Alpine Resort was built in 1945 by the Baron Hubert von Pantz in Franconia, N.H. with a Tyrolean heritage and traces its roots directly from the aristocracy of Austria. In 1964, the Main Inn was expanded into the grander scale Resort of today. In 1969, the Baron sold the Resort to relatives and retired to Austria. In 1979, the new owners began to convert the interior of the Resort from hotel rooms to the more modern style of units featuring full kitchens. In 1993, the unit owners gained direct control of the management of the Resort. The non-profit Mittersill Resort Association continues to operate the facility today. www.mittersillresort.com/

**New Hampshire Insurance Group**
**Boiler Division**
**Report of Inspector**
**May - June 1985**

The Cog Railway, Inc. had a new insurance carrier - the New Hampshire Insurance Group of Manchester, N.H. - and a new boiler inspector, David E. Webb. Webb inspected the engines in May & June of 1985 ahead of the start of the new season. Each engine had its own standard report form.

***Engine No. 1*** - built 1908 by ALCO. A hydro test of 221 psi was applied - pressure allowed: 140 lbs with safety valve set at 140 psi. Pressure gauge was not tested. Notes: "All conditions are satisfactory at this inspection" - Certificate to be issued - signed May 6, 1985

***Engine No. 4*** - built 1908 by ALCO. A hydro test of 221 psi was applied - pressure allowed: 140 lbs with safety valve set at 140 psi. Pressure gauge was tested. Notes: "Satisfactory at this inspection. Two staybolts was replaced by Romeo Dupuis, Sr. of James River Co. of Berlin, N.H. a certified welder at mill. He is certified in Rhode Island... for up to 1½" thickness" - Certificate to be issued - signed May 6, 1985

***Engine No. 2*** - built 1908 by ALCO. A hydro test of 221 psi was applied - pressure allowed: 140 lbs with safety valve set at 140 psi. Pressure gauge was not tested. Notes: "Satisfactory at this inspection. One staybolt

was replaced by Romeo Dupuis, Sr. of James River Co. of Berlin, N.H. a certified welder at mill. He is certified in Rhode Island." - Certificate to be issued - signed May 6, 1985

***Engine No. 10*** - Made by Dillon. A hydro test of 250 psi was applied - pressure allowed: 170 lbs with safety valve set at 170 psi. Pressure gauge was not tested. Notes: "All conditions are normal at this inspection" - Certificate to be issued - signed May 6, 1985

***Engine No. 8*** - Made by Monroe. A hydro test was not applied - pressure allowed: 185 lbs with safety valve set at 185 psi. Pressure gauge was not tested. Notes: "All conditions are normal at this inspection" - Certificate to be issued - signed May 6, 1985

***Engine No. 9*** - Made by Dillon. A hydro test was not applied - pressure allowed: 140 lbs with safety valve set at 140 psi. Pressure gauge was not tested. Notes: "Descale inner shell of Boiler to check for deterioration and depth of pits, in test area that I descaled, I found shell is 5/16" and shell of boiler when new was ½". If deterioration of shell is extensive this boiler will not be repairable. If shell is found to be satisfactory, the cost of bringing this boiler to a safe operable condition is not justified. The most that this boiler's life span would be, by complying with the following recommendations is an extension of one year, and a maximum of two year at the most. See next page" - Certificate is not to be issued - signed June 27, 1985

Inspector David Webb then attached a list of recommendations for the reduction of hazards that could impact the Cog Railroad's insurance policy with the New Hampshire Insurance Company:

"An inspection of the boiler on Engine #9 *(Waumbek)* was completed on June 27, 1985, and I must point out to you that the test area I descaled, I found badly deteriorated and much of the original thickness lost. If the deterioration of the shell throughout this boiler is as extensive as the test area indicates, this boiler is not repairable. The life span of this boiler would be 1 year or a maximum of 2 years if all the following are completed. This still leaves, in our opinion, ***not*** a very safe condition. Therefore, it does not meet our underwriting requirements and we could not insure.

1. Telltail ends of Staybolts are welded on most of Staybolts in firebox. There are (17) seventeen that can been seen that have thinned to the point that they will have to be replaced. All staybolts that have telltale holes that have been welded over will have to be removed and checked.

2. There is a ripple on right and left side of water leg in firebox. This will have to be checked to be sure thickness has not been reduced by thinning.

3. Front tube sheet, where hole has been cut, there will have to be a flush patch placed and welded.

4. The Rivet Heads: rivets inside of shell should be checked and rivets replaced as needed.

5. Tube Sheets: they are warped and should be straightened back as much as possible.

6. Front Tube Sheet: has 24 gouges in it that will have to be built up and tube holds reamed true

7. Rear Tube Sheet: it appears that the last time the tube ends were seal welded, the weld covered the but sheet ligaments and is a full penetration weld. Grind down to bare metal and ream out old tube ends. There are some gouges in rear tube sheet that will have to be built up. The tube holes are out of round 25/1000 to 50/1000 and will have to be reamed true.

8. Present Drain Hole: the threads are gone, weld in 3,000 lb half coupling and put in solid brass tapered plug.

9. When replacing the tubes on rear tube sheet, leave ⅛" to 3/16" extended for strength and seal weld."

### Consumer Complaint
### June 30, 1985

The New Hampshire Public Utilities Commission received the following letter on July 8, 1985.

Dear Sir: I request that you inspect the Mount Washington Cog railway for safety features and proper maintance[sic] procedures. I would like a report of the findings and the results of the investigation. On Tuesday, June 18th my wife made reservations to ride the Mount Washington Cog Railway on the following day at 1:00 PM. In order to reserve the seats, it was necessary to charge the cost on the Visa credit card. It was requested that we arrive at least one-half hour prior to train departure to check in and pick up the tickets, which we did. The fourty-eight dollar Visa charge was to cover the admission fee, shuttle train ride, museum tour and cog railway ride for two persons.

On Wednesday, June 19th upon our arrival, we were told that we must pay to Scott D. and Rick, two dollars each to be admitted to the grounds, despite the fact that we had reserved tickets. The Ticket Office refused to refund the additional admission fee and failed to give me a receipt for payment. It was only after much persistence and a walk back to the front gate that the additional four-dollar charge was returned. A sign at the ticket office indicated that the next train trip would be 1:30 not 1:00 as told over the telephone. No shuttle train trip was offered.

Eventually, we did board the train, but the ascent *did not begin until 2:00 PM. (Ed note: Italicized part was highlighted in yellow by a reader)* First, we met another train, which was descending and had a maintenance problem of its own. The Grating that holds the fire had fallen into the bottom of the box. The train was waiting to build up steam since the steam pressure is needed to hold the cog wheel back and slow *(its descent. The train**) we were aboard developed a steam leak in its own engine. The dispatcher directed the crew to "go for it" rather than delay for repairs. We did reach the top of the mountain, but our 4:00PM descent was quite a harrowing experience for us. First the dispatcher failed to direct the trains properly, which made it necessary for the train to back up onto a siding two hundred feet uphill to avoid striking an ascending train at Jacob's Ladder.

After the ascending train past safely, a sliding device on the cog, possible one of the brakes failed. There was a sudden panic stop and the 50 passengers and seats lurched forward. Several passengers scraped their elbow and legs, including myself. Near panic insued[sic]. Some of the passengers were alarmed enough that they requested to leave the train and walk down. The request was denied. The crew was not properly trained or equipped to make the needed repairs nor handle the hysterical passengers. There was no one on board to calm the passengers or assure them of a safe trip. The crew used scraps of wood and bailing wire to temporarily repair the cog. They also needed to repair the only vise grips available.

The remainder of the trip consisted of many starts and quick stops. Each time, more wood and shims were added to hold the cog. You could smell the metal and brakes burning all the way down. After our arrival back at the station, I spoke to the dispatcher about the lack of safety and the need for improved maintenance of the vehicles and request a refund. My wife demanded a refund because the trip had never been advertized[sic] as a thrill ride. In fact, the literature refered[sic] to the Mount Washington Cog Railway as "the safest railway in the world." Our requests were denied, and no medical treatment was offered to us. The personnel to whom we spoke (the dispatcher and the chief engineer?) were rude and inconsiderate of our feelings and well-being and chose to ignore the fact that it was now 6:30 PM and that planes, commitments and dinners had been missed. Quick action on this matter would be appreciated.

- signed: *Alan R. Popey – Pittsburg, PA*

***(Ed note: photocopy in file did not contain the words – inserted for clarity)***

### Letter to the Editor
### July 12, 1985

The following letter by Alan Popey appeared in the *Concord (NH) Monitor* on July 12, 1985

***Tough Trip on the Mountain:*** "The Mt. Washington Cog Railway is no longer faithfully preserved and operated safely. My recent ride on the railway was one that no one else needs to experience. On June 18, my

wife made reservations to ride on the Cog Railway the following day at 1 p.m. We were instructed to arrive at least one half hour prior to the train departure and pick up the tickets, which we did. At the ticket window was a sign that indicated that the next train trip would be 1:30 and not 1 as promised. We did eventually board the train, but the ascent did not begin until 2.

We met another train that was descending and had a maintenance problem of its own. The grating that holds the fire had fallen to the bottom of the box. The train was waiting to build up steam since steam pressure is needed to hold the cog wheel back and slow its descent. *(Ed. note: no steam is used to descend - braking is via compressed air in cylinders and handbrake)* We pulled up on the siding to let the other train pass. However, it did not take long before our train developed a steam leak in its engine. The dispatcher directed the crew to "go for it" rather than delay for repairs.

We did reach the top of Mount Washington, but the 4 p.m. descent was a harrowing experience. First the dispatcher failed to direct the train properly, which made it necessary for our train to back up onto a siding 200 feet uphill to avoid striking an ascending train at Jacob's Ladder. After the ascending train passed us safely, a sliding device on the cog, possibly one of the brakes, failed. There was a sudden panic stop and the 50 passengers and seats lurched forward. Several passengers scraped their arms and legs, including myself. Some of the passengers were alarmed enough that they requested to leave the train and walk down. The request was denied. The crew was not trained or equipped to make the necessary repairs and handle the hysterical passengers. There was no one on board to calm the passengers or assure them of a safe trip. The crew used scraps of wood and bailing wire to temporarily repair the cog. They also needed to repair the only available vise grips.

The remainder of the trip consisted of many starts and quick stops. Each time more wood and shims were added to hold the cog. You could smell the metal and brakes burning the whole way down.

After our arrival back at the station, I spoke to the dispatcher about the lack of safety and the need for improved maintenance of the vehicles and requested a refund. My wife demanded a refund because the Mt. Washington Cog Railway had never been advertised as a thrill ride, but rather was referred to the as "the safest railway in the world." IT certainly is not that. The dispatcher and the chief engineer to whom we spoke were rude and inconsiderate. No medical treatment was offered us. They also chose to ignore the fact that it was now 6:30, and planes, commitments and dinners had been missed.

- signed: *Alan R. Popey – Pittsburgh, PA*

***King Investigation Handwritten Notes:*** Same train had travel agents – got letter (note) had good time – Engineer Robert Maclay / Brake Brad Wecker – Eng #10 – Depart 1:50 – Arrive Summit 3:35 – Leave Summit 3:55 – Arrive Base 6:15 – 43 passengers – was just above W.S. *(Waumbek Switch)* coming out of woods. Rob Mac – Bolt & nut connective valve stem to rocker box came loose – The valve slid on to end of sleeve and rings expanded / Summit tank blown over – wood given to observatory – Gulf tank blown over"

**Newspaper Clip in State Files**
**Late July, 1985**

***'Letters to Editor' Sidetrack the Cog Railway:*** How much havoc can a 'letter to the editor' wreak? For the owners of the historic Mount Washington Cog Railway, the answer may be quite a lot. After learning of a published letter from an irate Pennsylvania couple who said they had a bad trip on the railroad, the Public Utilities Commission (PUC) is investigating the railroad's safety following complaints about a June 18 incident in which the railroad developed engine trouble on a trip down the mountain. Owners of the Cog Railway shrugged off the complaints and insisted the criticisms were overblown, but may nonetheless sue yet another letter writer whose complaints found their way into at least one state newspaper.

PUC rail inspector Walter King said his report of the incident should be completed and in the hands of state regulators by week's end. King said he has yet to find any evidence indicating the railway is unsafe. The PUC's investigation followed the publication in five state newspapers of a letter in which a vacationing couple criticized the Cog Railway management and safety procedures. Alan and Chris Popey of Pittsburg, Pa. were passengers aboard the railroad when the train suddenly stopped and the passengers "were slammed forward."

Alan Popey said in a telephone interview that he and other passengers skinned their knees and that one woman became "hysterical."

Popey said that when he went over to watch the crew work on the problem, he noticed they were trying to fix the engine with a pair of vise grips, wire and a piece of wood. The crew seemed unconcerned about the passengers, Popey said, and did not try to calm the hysterical woman down. "I thought it was real poor," Popey said. "It wasn't professional enough." Popey said that after an uneventful ride down the mountain, the couple's request for a refund was denied. Chris Popey said she would have written the letters even if the couple had received a refund. "I didn't think this was supposed to be a thrill ride," she said, "but it certain was that day."

Cog Railway President John Rolli said the cause of the sudden stop was a bent valve stem on the steam engine, which required the engine be stopped momentarily while the crew disconnected the valve. Since the engine was then running on three cylinders, the journey down was punctuated by frequent stops so the engine could be checked. Rollie said, however, that, "No one was endangered" by the bent valve, and that it had nothing to do with braking the passenger car on the descent down. Rolli who along with several North Country businessmen bought the railway from the Teague family in 1983, said the crew handled the situation well and that the railroad had received a letter from a passenger praising the engineer, fireman and brakeman. Rolli said the Popeys apparently misconstrued the situation and overreacted.

Inspector King said the railway has not been cited for a serious problem since 1981, but said he usually receives a letter or two each season from a passenger who had a bad ride and demanded a refund. King said he has inspected the railroad for 15 years and checks the Cog Railway at least eight times a season. He said the present management has done a creditable job with the railroad's upkeep.

Another letter, by Arthur Lewis of North Stratford, and in agreement with Popey's claims, recently appeared in the *Coös County Democrat*. Lewis also called the crews "hot shots" and said he was "appalled" by the mechanical condition of the railroad's equipment. The letter infuriated railroad officials, who called it a cheap shot. Rolli said Lewis had no basis for such criticisms and has turned the letter over to legal counsel for further action. Last week, King inspected the engine and questioned employees, but would not comment specifically on his investigation. But he indicated there is no question that the Cog Railway is operating safely. King said he is empowered to halt the railroad if problems exist which could endanger the public. "If I had found anything… I thought was unsafe," he said, "it would be corrected immediately or they wouldn't be allowed to operate."

By Gary Ghioto - *The New Hampshire Times - undated*



**Whistleblower Tip Received in Boston**
**August 2, 1985**

The publicity in July over the Popey safety complaint against the Railroad apparently sparked some soul-searching by someone who worked for the Scannell Boiler Works in Lowell, Massachusetts. They called the federal Inspector General's office in Boston on the same day as the Cog and N.H. Public Utilities Commission Rail Safety inspector Walter King were responding to the out-of-gauge track near the Summit that was de-railing some coach wheels. Word of the whistle blower tip wouldn't reach King for nearly a week. It arrived the day before he was set to release his report on his review of the Popey Consumer complaint and was dealing with a minor train collision above Skyline Switch. August 8th was a helluva day for inspector King. But August 2nd kept him busy, too.



**Cog Derailment**
**August 2, 1985**

***Rolli Notification Letter:*** Dear Walter, A one and a half hour delay occurred yesterday *(8/2)*, one hour due to track conditions and one-half hour due to mechanical conditions. As the #2 *(Ammonoosuc)* train was descending from the summit, a sidepiece at cap 1127 cracked, allowing the rail to fall out of gauge. One wheel of the unit apparently dropped in, displacing rail down to (bent) 1100 where it re-railed. This was unnoticed by

passengers and crew, as no unusual travel conditions were felt. Measurements taken later indicate that the fireman's side up mountain coach wheel on the *Thelma* coach as the wheel dropping in. Shims were added to limit travel.

The following train, #8 *(Tip Top)* with *(Peter)* Oeschle, engineer; *(Heather)* Allen, brakewoman F-T; Lewis, F+B braking and MacDonald, F, training as brakeman dropped an identical coach wheel in at the same spot on its up mountain journey. After a thirty-minute stop, the train continued to the summit arriving at 2:15, two hours after leaving the base. Full reports were made by radio and telephone to the base and it was determined that the #8 could safely descend over the wide gauge area at reduced speed, but that no more traffic would be allowed until inspection and repair by management. The #8 came down, dropping the same coach wheel in to ride on the sidepiece, after which it was re-placed on the rail and descent continued. At no time did the cog wheels of the engine or coach disengage the rack. The trains at Skyline were instructed to follow the #8 down the mountain. Just prior to reaching the switch, a bolt loosened in the valve linkage on the #8. It was necessary to stop for one-half hour to reset the valve and time it. Descent continued with the #2 returning from Waumbek, the #8 from the summit and the #'s 10 *(Col. Teague)* and 4 *(Summit)* from Skyline. Full refunds were given to those passengers requesting so. Many insisted on going on a following train.

A work train was then sent followed by two passenger trains, whose passengers had been told in advance that depending upon the state of the track, the trains might have to stop 1000 feet short of the summit building. The work train left (the) base at 5:24 p.m., with passenger trains following at 5:32 p.m. and 5:41 p.m. The work crew re-gauged the track and held rail at the bad sidepiece with new bolts and spikes, so that all trains arrived at the summit at approximately 7:30 p.m. All trains descended safely over the repaired area, arriving at base between 8:37 p.m. and 9:00 p.m. A new sidepiece was installed by an early morning work train this day *(8/3)*.

-signed – *John Rolli*, President – Aug 3, 1985



## Cog Collision

### August 8, 1985

On August 8, 1985 at approximately 3:30 p.m. this office (NH PUC) was informed of a collision between two trains of the Mt. Washington Cog Railway. This collision occurred near Skyline Switch between a descending work train and an ascending passenger train. The area was in heavy fog. The collision occurred at bent number 953 which is approximately 5000 feet up the mountain from Skyline Switch. The operating procedure that is a factor in this collision is the meeting of trains at the switches. The radio procedure that is a factor in this collision is all trains are required to communicate with the dispatcher upon arriving at a switch or the summit and upon leaving a switch of the summit.

On August 8, 1985 at 7:00 a.m. a work train departed the base which consisted of engine number 8 *(Tip Top)* and coach number 5 with engineer *(George)* Walton, Fireman *(Jon)* Sykes, and brakeman *(Mark)* Colburn. Brakeman Colburn was issued the radio and Engineer Walton is also the track foreman. The train proceeded up the mountain to the work area above Skyline Switch.

At 10:06 a.m. engine number 2 *(Ammonoosuc)* departed the base with passengers for the summit. In as much as the work train between Skyline Switch and the summit this would necessitate the work train to proceed to the summit ahead of the passenger train. The number 2 engine and passengers arrived at the summit 11:23 a.m.

At 11:00 a.m. number 4 engine *(Summit)* and the *Thelma* Coach departed the base with passengers. At approximately 11:40 a.m. the number 2 engine and coach radioed the dispatch at the base for clearance to depart the summit. The passengers were loaded and number 2 engine and coach departed the summit at 11:45 a.m. calling the dispatch at that time indicating departure of the summit. This train was informed that it would meet one at Skyline Switch. The work train *(No. 8)* crew indicated to the *(No. 4)* passenger crew they would follow them down. When the passenger train *(No. 2)* arrived at Skyline Switch, it followed normal procedure and backed on to the siding to clear for the ascending number 4 engine and coach. The meet at Skyline having been made, the number 4 engine and coach proceeded to ascend the mountain away from the switch informing the dispatcher that they had left Skyline Switch. The number 2 coach proceeded to reenter the main line and descend the mountain.

The area was in heavy fog with a visibility of approximately 30 to 50 feet. When the passenger train *(No. 4)* was in the area of 950 to 951 the brakeman spotted the work train descending out of the fog toward it and immediately warned the engineer to stop. He further warned the passengers to move to the rear of coach fearing a collision was eminent. The crew on the number 4 *(Summit)* and *Thelma* car were engineer *(Rob)* MacLay, Fireman *(Greg)* Freeman, and Brakeman *(Chris)* Lemieux. It was at this same moment that brakeman Sykes of the work train warned Engineer Walton of the ascending passenger train. Engineer Walton proceeded to stop the train and take the engine from compression to power in an attempt to pull away. The alert actions of these crewmen adverted an accident of greater consequences. The two trains collided near bent 953 at approximately 11:55 a.m. There were no injuries to any of the crew of passengers. There was no damage to the descending work train. There was no damage to the ascending passenger locomotive. The ascending passenger car had front end damage only. There was no damage to the track. The damage to the *Thelma* coach consisted of broken windows in the front-end panel and that panel being pushed inward toward the passenger compartment by approximately 3 inches. The passenger train did continue on to the summit arriving there at 1:06 p.m. and finishing the round trip arriving at the base at 1:55 p.m. Of the 53 passengers 33 requested and received refunds.

At approximately 3:45 p.m. Mr. John Rolli, President of the Railway, informed this office of the accident. He further informed that a passenger train was ascending the mountain at that time and another train would depart at approximately 4:00 p.m. It was a decision of this Commission that no further passenger service should be made available on this date. This request was complied with by the railway by canceling all further trains.

On August 9, 1985 (rail safety inspector Walter King) made an inspection of the track in the area of the collision and certified it to be safe for operations at approximately 9:15 a.m. The dispatcher at the base was informed at this time that the first passenger train of the day could be released.

The equipment used in the work train was the number 8 *(Tip Top)* locomotive and number 5 wooden coach were inspected and found to be in safe operable condition. The tender of number 8 engine did not have a mark on it where it was in collision with the aluminum coach. The number 4 *(Summit)* engine was also inspected and found to be in safe operable condition. The *Thelma* coach, number 12, was out of service as the front-end panel for the up-mountain end was being repaired.

Engineer Walton and Brakeman Colburn were interviewed on this date *(8/9)* as to their actions upon arrival to and departing from the summit both as a work train and as the up-mountain end of a double header. A double header is a two passenger trains operating in the same block under separate orders. This is a normal procedure and occurs daily when passenger demand is greater than a single train can accommodate. Due to the track configuration the procedure the first train up - will be the last train down in all double header situations. Upon arrival at the summit the brakeman of each coach informs the dispatcher at the base that they have arrived at the summit. After the normal 20-minute stay of the second train of the double header, the brakeman of that trains calls the base and requests order for descent. The base dispatch informs the brakeman what he is to do. These orders could range from load and depart or call back in 10 minutes. When the load and depart order is given, the brakeman makes the announcement that the Cog Railway train will be loading for departure to the base. The brakeman then informs the engineer of his train of the orders and also the brakeman of the following train which is the second unit down or was the first unit up. In the case of this particular incident it would have been the work train. The brakeman then boards his passengers and as soon as the crew are in position and the train begins to roll on the descending journey, the brakeman informs the dispatch he has left the summit. This procedure was followed by the first passenger train for the down-mountain end of the passenger/work train double.

The procedure for the up bound end of the double is similar with the exception that the brakeman does not converse with the dispatcher until he has boarded his passengers and is leaving the summit. At this time he is required to call the base dispatcher and inform him that the train has left the summit. On this date *(8/8)*, the up-mountain end of this double header being a work train, there was misunderstanding as to the procedure regarding work trains. The brakeman failed to notify the dispatch he was leaving the summit even though the engineer of that train had informed the down mountain end of this double header they would be following. This lack of communication left the dispatcher believing that the work train was still at the summit when she gave or-

ders to the ascending passenger train, engine number 4 and coach number 12 *(Thelma)* to meet one at Skyline Switch and proceed to the summit. With these orders the ascending train assumed the work train had remained at the summit.

After meeting the descending passenger train, engine number 2 *(Ammonoosuc)* at Skyline Switch the ascending passenger train, engine number 4 passed the Skyline Switch and was in collision with the now descending work train that was assumed to be at the summit awaiting the arrival of this passenger train. As stated earlier, the area was in dense fog. Had the visibility been greater than the 30 to 50 feet, in all likelihood this accident would not have happened.

The dispatcher, Amie Wentworth described her duties on a usual single train and usual double header. She discussed the radio procedures, how the orders were issued and recorded, and what was supposed to take place after these orders were given. When an early work train departs the base prior to the arrival of a dispatcher, a note is left at the dispatch area informing the dispatcher that a work train is on the mountain and its location is given. It is then the dispatcher's responsibility to maneuver the ascending passenger trains and the work train for a smooth operating schedule. This requires the dispatcher to know the location of the trains including a work train at all times. This is done by the use of radios.

Upon arrival at a switch or the summit and upon departure of the switch or the summit the brakeman is to inform the dispatcher of his whereabouts. These are verbal rules by the Company for the use and operation of radios for communication and dispatch procedures. When the brakeman of the number 2 engine at the summit called the base for permission to depart, the dispatch informed him to board, depart and meet one. This meant he was to board his passengers, depart the summit and meet one train at Skyline Switch. This information was passed on to the brakeman and engineer of the work train. The engineer of the work train indicated that they, the work train, would follow them, the passenger train, down. No further communication between the two trains or the dispatch until the passenger train brakeman informed dispatch at 11:45 a.m. they had departed the summit. Shortly thereafter, the work train departed the summit. At this time the brakeman of the work train should have informed the dispatch they had departed the summit. The meet was made at Skyline Switch, however, the ascending passenger trains was not aware of the descending work train because the dispatch was unaware that the work train had left the summit. (*Ed note: During the Jitney Years, a down mountain end of a descending double header would not take Skyline Switch ahead of the up-mountain train – no use throwing the switch twice. Thus, this Cog kid is wondering why in this case the passenger train did not proceed to the position just below Skyline Switch and wait for the work train to arrive and take the Switch first. The ascending train would have seen the parked passenger train just ahead of where Skyline platform was located.)*

The radio rules were discussed with the involved crew members who appeared to be totally familiar with them. It was recommended to Mr. John Rolli, President of the Railway, that these verbal rules be reduced to writing and become part of the operational rules of the railway. In as much as the engineer is in charge of the train, it is his responsibility to confirm that the brakeman has in fact been in communication with the dispatch subject to all moves.

In summary, it would appear that this collision occurred as a result of the brakeman of the work train not informing the dispatcher of his location upon departing the summit and the engineer not confirming this communication was made. The dispatcher and the crew of the ascending number 4 engine passenger trains were operating within the guidelines and rules and regulations of the railway. The visibility conditions being dense fog is a factor in this accident, however, this factor must be set aside as it is the purpose of radio communication for safe operations whether visibility is severely restricted or completely.

It is the undersigned's recommendation that the Railway establish the use of radio rules in writing and post it in the dispatch area. These rules should be made part of the training procedure of the brakeman and the engineer. It is further recommended that the Railway takes some disciplinary action against the brakeman and engineer of the work train.

It is further recommended that the equipment involved in this collision be re-certified, by the railway, that it is safe for operation. These re-certifications have been received by this office on August 9, 1985."

- signed: *Walter W. King* – Aug 14, 1985

### Cog Equipment Certification
### August 9, 1985

"Dear Walter, This equipment recertification is being written after yesterday's *(8/8)* incident in which the up coming #4 pushing the aluminum *Thelma* coach bumped the tender on the #8 locomotive serving as work train with the #5 wooden coach. After both trains returned to base they were examined by two engineers and chief engineer, Robert Trask, as well as myself.

The tender on the #8 showed no marks at all. No damage or other markings showed on the locomotive, tender or coach and therefore the #8, its tender and the #5 coach are re-certified as safe and fit for service.

The *Thelma* coach sustained cracked glass in 3 windows as well as minor sheet metal damage, and was temporarily removed from services as of 2 p.m. on August 8, 1985. It is expected to be repaired and back in service by tomorrow morning.

The #4 locomotive was examined, and no damage was found. It is therefore re-certified as safe and fit for service. No marks of damage were found to track or trestle at the point where the two trains bumped."
signed: *John Rolli, President* – Aug 9, 1985

### King Investigation Report of Popey Complaint
### August 9, 1985

On July 8, 1985 this office was in receipt of a complaint by Alan R. Popey of 1219 Woodborn Avenue, Pittsburg, Pennsylvania; alleging that safety features, proper maintenance procedures, operational procedures and public relations are less than desirable at the Mt. Washington Cog Railway. This investigation will deal with safety features, proper maintenance and operational procedures only.

The safety features of the railway are numerous and range from inspection by this Commission and railway personnel to actual mechanical safety features on the locomotives and cars. In 1967 the services of Paul C. Dunn and Thomas K. Dyer, Incorporated were engaged to make an in-depth study of the safety of operation equipment and structures of the Mt. Washington Cog Railway. As a result of these studies and reports, Order No. 9047 was issued on March 18, 1968. This report indicated that the track and trestle were safe for operation and if maintenance as programmed is carried out it will continue to be safe. It further states that the locomotives and cars are adequately maintained and have adequate holding and braking power to do the job required. The Order also requires the railway to furnish the Commission annually prior to commencement of train operation a statement from a responsible and qualified employee that all locomotives and cars have been inspected and are in adequate condition for operation. It further requires that the track and trestle also be certified for safe operation.

On May 26, 1985 the Railway certified in writing that Coaches # 1, 7 and *Thelma* were inspected and safe for operation. Engines #1 *(Mt. Washington)*, 4 *(Summit)*, 8 *(Tip Top)* and 10 *(Col. Teague)* were inspected and safe for operation. Also the track and trestle were inspected and found to be safe. (State rail safety inspector Walter King) on May 21, 1985 inspected the coaches and found them in operable condition. On May 15, May 21, July 18 and August 6 various sections of the track and trestle were inspected and found to be in safe operable condition.

On October 4, 1967 the Commission submitted to the Railway regulations regarding the operation of ascending and descending trains. One of the procedures is the meeting of trains at Waumbek and Skyline Switches. All ascending trains will take the siding at Waumbek Swtich and allow descending trains to pass. All descending trains will take the siding at Skyline Switch and allow ascending trains to pass. Further orders have been issued regarding safety equipment and signs required in the coaches and switch inspection and records. In addition to all required inspections of equipment and track by the Railway, the undersigned inspects all coaches, track and trestle and operations at periodic intervals throughout the operating season. The boilers are inspected by the New Hampshire Department of Labor's Boiler Inspector as well as the insurance company's boiler in-

spector. The boilers are hydrostatically tested each year prior to operation and certified by the insurance company and the Department of Labor's Inspector as to their fitness and certification.

The information gained in this investigation has shown that all rules and regulations regarding the safety of operation, track and equipment are in compliance.

An attempt will be made now to direct some comments to individual statements in the complainant's letter. Neither steam nor fire is required to hold the cog wheel back. Steam is required for power on the ascending trip only. The descending move is made under compression on the locomotive with braking assistance and brakes on the coach of which there are two, one on the uphill axle and one on the downhill axle. The locomotive or the coach could descend the mountain individually, however, the operational rules prohibit this. There is sufficient braking power in either vehicle to safely control it for a descending trip. The braking ability of the train has been studied by two (2) separate firms and both indicate that there is sufficient power to control the train, either as a train or individual vehicles.

The design of the locomotives and track allow for considerable vibration. This vibration is constantly reacting to the moveable parts on the locomotive. Periodically, even after much inspection and constant maintenance, one of these parts will fail as it did in the case of the steam leak in the number 10 engine *(Col. Teague)* on June 19, the day of Mr. Popey's train ride. The number 10 engine developed a steam leak which was reported to the dispatcher. The dispatcher and the crew determined that the trip could be made safely to the summit rather than delay for repairs.

On all inspections at the Railway the undersigned observes the crew constantly inspecting and adjusting the locomotives each time the trains stopped at the base, summit or meeting places.

The complaint refers to a dispatcher failure to direct trains properly which made it necessary to back up on to a siding to avoid striking an ascending train. As stated earlier in this report, the rules require that all descending trains must back on to Skyline siding to allow the ascending train to pass. The crew is informed at the summit prior to departure if and where they are to meet trains. Under the present and improved communication system which is two-way radios there is constant contact between the operating crews and the dispatcher. As each train approaches a meeting place, they are required to report their location to the dispatcher and as they depart the meeting place they are further required to report to the dispatcher. A train cannot pass a meeting place until authorized to do so by the dispatcher. Only July 18 and August 6 as well as several times the previous year this procedure was observed by this writer.

The complaint indicates that a sliding device on the Cog, possibly one of the brakes, failed. The investigation showed in an interview with Robert MacLay, the Engineer, that approximately 3:30 p.m. a bolt and nut connecting the valve stem to the rocker box came loose. The valve slid past the end of the sleeve and the valve's ring expanding stopping the proper valve movement. The crew disconnected the slide arm, blocked off the cylinder and then continued down the mountain with the coach pulled slightly off. The stopping of proper valve movement would bring the train to an abrupt halt. The method used to correct this problem is to block off the cylinder with wood held in place by wire. This is a common method of repair for this type of breakdown on steam engines. One of the prime purposes of using wood is that it is readily available and need not be carried on the locomotive. The blocking must be held in place with something and wire is the most logical material as it can be easily carried and stored.

A request was made by some of the passengers to leave the train and proceed down the mountain on foot. This request was denied and rightfully so. Most passengers taking the train ride on the Cog are not dressed for hiking in the rough terrain of Mt. Washington. There is a sign posted in each car requiring the passengers to remain on board should the trains make an unscheduled stop. The brakeman, Brad Wecker indicated in an interview that the passengers appeared to be in good spirits with only one or two excited people. Engineer Maclay indicated that the train stopped approximately twice more on the descending trip to check the position of the disabled cylinder.

The smell of metal and brakes burning on a descending trip is normal to the operation. This is how the car is controlled. The locomotive does not control the descending car. The brakes on the car control the descend-

ing car. The compression in the locomotive and the brakes of the locomotive control the descending locomotive.

The complainant further alleges that no medical treatment was offered. The investigation revealed that no medical treatment was requested. On August 6, 1985 at 8:30 p.m. in a phone conversation with Mr. Popey, he indicated that the abrasion on his shin was not reported when he arrived at the base. Mr. Popey further indicated that he had not communicated with the Railway subsequent to the June 19 trip. He further indicated that the Railway did not receive a copy of his complaint to this Commission nor the letters distributed to the various news media.

In summarizing the investigation, the information gained from the crew and the complainant appear to indicate that the railway followed the proper safety, maintenance and operational procedures. The situation that developed with the descending train was not a normal incident, but neither was it an uncommon one. The equipment used on the Railway is of early design and has not substantially changed over the many years of operation. It requires constant observation and frequent maintenance. As indicated in the 1968 Order the equipment is safe for operation and has sufficient power for control. This condition exists today as it did at the time of the investigation in 1968. It would further appear that the crew was properly trained to make necessary repairs and bring the train down under abnormal conditions and do so safely.

The investigation revealed that the Mt. Washington Cog Railway is following all safety and operational procedures and regulations required by this Commission and its own additional rules. If there are personality conflicts among the crews and staff or between crew and passengers, this is a public relations matter that should be directly addressed to and by the Railway management. The undersigned recommends no changes in safety, maintenance and operation procedures. It is further recommended that no further action be taken regarding this complaint."

- signed: *Walter W. King* – Aug 9, 1985

## Whistleblower Phone Tip
## August 13, 1985

The N.H. Public Utilities Commission received a memo from the N.H. Attorney General's office on Tuesday, August 13th. The memo had been prepared on Friday, August 9th by Ronald F. Rodgers, Senior Assistant Attorney General as a follow-up to a telephone conversation he had with State Rail Safety Inspector Walter King on Thursday, August 8th as King was wrapping up his report on the Popey complaint and dealing with the work train collision above Skyline Switch. However, this packet involved an anonymous tip about boiler safety at the Mt. Washington Cog Railway that had come into the federal Inspector General's office in Boston Massachusetts and had been passed on to a colleague the NH AG's office.

***Aug 2, 1985 - Memorandum of Telephone Conversation:*** At approximately 2:10 P.M. (Arthur P. McDeed) received a telephone call from Donald Morgan, who I know from my IRS days. He had me speak to one of his associates (in the Boston Inspector General's office), Bill Fitzgerald. Fitzgerald stated that some individual called and was complaining about the safety of the Cog Railway. He said that he (Fitzgerald) asked the individual for more information and when the individual calls back, he will have him call me (McDeed).

Within a half hour, the unidentified individual called me. He refused to identify himself, but, said that he was calling to complain about the safety of the engines operating the Cog Railway. He stated that he operates a boiler company in Lowell, MA *(Hand-written case file notes by King indicate the boiler company was Scannell Boiler Works. John P. Scannell was the president at that time)* and during the winter months, four of the engines from the Cog Railway were brought to his shop for overhaul. One was so bad that it could not be repaired. The other three were in horrendous condition. There was so much rust in the system it was impossible to clean them. The engines were held together by wire parts, making them almost inoperable. The rust in the system prevents the steam from properly circulating, making it necessary to produce more steam which then becomes a very serious and dangerous situation. At this juncture, there is an extreme danger of a blow-up. If this happens on the mountain, the steam will disappear, the brakes will let go and the train will careen wildly down the mountain.

The individual called the owners of the Cog Railway and two of them (Ness & Bedor?) came to the boiler company. John Rolli was the only one of the three owners who did not show up. *(Ed note: Wayne Presby was the fourth owner)* According to the informant, a vehement argument ensued as to the safety of the engines to which one of the owners stated, "How do you expect us to have safety when all we have are drunks and druggies operating the engines."

The informant stated the Kemper Insurance Agency, Quincy, MA was notified, and they sent their inspectors *(King's notes say Ed Palino & Jim Melanson)* to examine and inspect the engines. They condemned the engines (boilers) and cancelled the insurance. *(Ed note: This would explain the new carrier, the New Hampshire Insurance Group examining the boilers at the start of the 1985 season which resulted in the No. 9 Waumbek's boiler being condemned).*

The informant said that he has been thinking about this for a long time and has finally decided to come forth before someone gets killed. If a state inspector examined these boilers, he would not find what was wrong unless the boilers had been stripped. Please refer to the *Union Leader* article of Friday, August 2, 1985, attached herewith.

***August 9, 1985 - Memorandum of Telephone Conversation:*** As we discussed in our telephone conversation on August 8, 1985, I (Ronald F. Rodgers) am forwarding to you (Walter King) a memorandum of (August 2) telephone conversation prepared by Arthur P. McDeed, an Investigator in this office (NH AG's) concerning a conversation he had about the (Cog Railway). If you require any further information concerning that telephone conversation, you may either let me know, or contact Arthur McDeed directly.

***August 14, 1985 – Walter King handwritten phone notes:***

**11:50 am call** with **John Mitchell**: "Company desired insurance underwriter to place with another company.

**1 pm call** with **Dick Hellings – N.H. Ins.:** "Ed. Polina approx. 4 years ago inspected – recommended repairs – re-inspected – and certified hydro-stat." Ed & Melanson at Scannell – meeting w/ Cog + Scannell initiated by Cog. Reiterated repairs as earlier specified by Melanson – Kemper not responsible since this spring '85"

**3:45 pm call** with **David Webb** (**NH Ins inspector**): "2 months ago hydro & accepted #9 all recommended repairs to extend life. 1 year no pressure from Railway. Noyes Agency Bethlehem – Hellings to send copies of boiler certs.

***August 20, 1985 – King Request for Boiler Certifications from New Hampshire Insurance Group***: Dear Mr. Hellings: Please forward copies of your certifications on the Mount Washington Cog Railway boilers.
signed: *Walter W. King – Aug 20, 1985*

***August 23, 1985 – Hellings Response*** with attached Boiler Certifications/Inspections paperwork from May 6 & June 27, 1985 and hand-written note on King's original letter: "Walter attached are the reports you requested. If we can be of any help to you please call us. – signed: *Dick Hellings*

## Cog Railway Vandalism
## September 1, 1985

***Rolli Letter to King:*** Dear Walter, On September 1, 1985, arriving train crews found engines #8 *(Tip Top)*, 10 *(Col. Teague)*, 4 *(Summit)*, and 2 *(Ammonoosuc)* drained of water by means of opened fireman's side water cocks.

This meant that the trains could not be steamed up until slowly filled (because of thermal shock) by water hose. On what is our second busiest day of the year, the first out train was not able to leave base until 10:30 am. Upon arriving at Waumbek tank at 10:50 am, it was found that the fill hose had been cut off, the tank drained, and a 100' section cut out of the spring line and removed to parts unknown. This train continued to the Skyline area, where it stopped for lack of water.

The second train carried a replacement hose and re-connected the spring line. Because there was no water in the tank, trains were required to wait nearly an hour at Waumbek to fill enough water to reach the summit. Passenger were told in advance the difficulty and reduced prices and rebates given. Complaints were received from passengers on the first and last trains of the day, but passengers on all intervening trains were most understanding of the problem. State police were notified and are investigating.

signed: *John Rolli, President – Sep 2, 1985*

***King Investigation & Report:*** On Monday afternoon September 2, 1984 at approximately 4 p.m. (Rail safety inspector Walter King) received a phone call from John Rolli, President of the Mt. Washington Cog Railway indicating that on Sunday, September 1 there was evidence that the Railway had been subject to vandalism sometime between Saturday night and Sunday morning. This vandalism consisted of opening a cylinder valve on the fireman's side of each locomotive that could be used in revenue service. This procedure would allow for draining the water from the boilers. The boilers then being low on water could not be steamed in preparation for the Labor Day weekend patronage that was expected.

On a normal daily operation the first train would be at 9 a.m. On this date, September 1, the first train was able to depart no earlier than 10:30. Upon discovery of the open valves, the locomotives and cars were thoroughly inspected for other possible vandalism acts. This inspection revealed that only the valves had been opened to drain water. No other part of the locomotives had been tampered with nor had the passenger coaches. The only locomotive that was bypassed by the vandals was the one used in the shuttle service due to its power restrictions and normally being a slower locomotive on the mountain, this particular engine is used for backup purposes only.

After the first train had departed at 10:30 from the base, it arrived at Waumbek to take on water only to discover that the Waumbek tank was empty and the feed line into the tank had been cut. This information was radioed to the dispatcher at the base who made the necessary arrangements for a repair crew to take the next train to Waumbek tank in an effort to repair the damage there. Upon arrival at the tank, the repair crew found that only the valve in the tank had been opened. There had been no damage done to the tank itself.

After repairing the supply line to the tank all up mountain boilers were required to take on water at a much slower rate. Normally the procedure takes about 10 minutes. On this date it took 45 minutes to an hour. There being no water at Waumbek the first train would not be able to reach the summit. This was explained to the passengers and the crew proceeded to ascend the mountain as far as their water would take them. At the beginning of the operation on the next day, September 2, the tank had sufficiently filled for a normal operation for ascending trains.

In as much as this is an act of vandalism against the railway, the matter is being investigated by the State Police at this time. Mr. Rolli will file a delay report with this commission. The undersigned recommends no action be taken by this Commission due to the nature of the delay. - Signed: *Walter W. King* – Sep 4, 1985



**NH Labor Department Boiler Certificates**
**September 9, 1985**

Per your recent visit into this office, this is to advise you *(Walter King)* regarding the certification of the units at the Cog Railways. Inspection Reports were received on 5 boiler units and 2 Air Tank units. Payment was received and the Certificates have been issued and forwarded. A listing is enclosed for your records. Should you have any questions regarding this matter, please contact me at this office.

- signed: *Veronique C. Soucy* – Sep 9, 1985



**Mann Advertising Ad Plan**
**Mt. Washington Cog Railway**
**October 10, 1985**

***REVIEW***

| | |
|---|---|
| Annual Listings, includes WMA Dues | $ 28,885.00 |
| Newspapers & Periodicals | $ 18,953.00 |
| Television | $ 40,875.00 |
| Out.door Exhibits | $ 6,770.00 |
| Brochure photography budget | $ 750.00 |
| TV spot product.ion budget. | $ 1,000.00 |
| .Jingle renewal | $ 875.00 |
| Production | $ 1,200.00 |
| Agency Service Fee | $ 1,500.00 |
| TOTAL | $100,808.00 |

***ALTERNATIVE AD PLAN***

To reduce the budget to $80,000 - Drop: *Montreal Gazette*, TV - 5, Magnetic North, TV Contingency, WMUR TV-9, WNHT T- 21, WNDS TV-50, The *Travel Agent*, *TV Guide* in half & *Early American Life.*

Total Reduction: $20,150.00

**DE 85-344 Cog Railway Collision**
**NH Public Utilities Commission Order No. 17,882**
**October 30, 1985**

"WHEREAS, on August 8, 1985 an incident occurred on the Mt. Washington Cog Railway at which there was impact between an ascending and a descending train near the Skyline Switch; and

WHEREAS, upon Commission investigation, it has been determined that the impact was caused by the failure of railway personnel to inform the dispatcher of their location upon departing the summit and the engineer not confirming that this communication was made; and

WHEREAS, it is evident that written procedures are necessary to assure adherence by all employees; it is

ORDERED, that on or before May 1, 1986 the Mt. Washington Cog Railway shall develop and implement written procedures which will assure that, before departing any location, the train crew will notify the base dispatch of his intent to depart and shall receive permission for such departure.

By order of thePublic Utilities commission of New Hampshire this thirtieth day of October, 1985."

*Vincent J. Iacopino* *Paul R. McQuade* *Lea H. Aeschliman*
Commissioners

Attested by: *Wynn E. Arnold* - Executive Director and Secretary

**Stock Purchase Agreement**
**Between Partners of The Cog Railway, Inc.**
**December 20, 1985**

AGREEMENT made this 20th day of Dec., 1985, by and between John M. A. Rolli of Agassiz Street, Bethlehem, NH and Loxley D. Ness of Bethlehem Hollow, Bethlehem, NH, hereinafter referred to as "Sellers", and Joel J. Bedor of Union Street, Littleton, NH and Wayne W. Presby of Water Street, Lisbon, NH, hereinafter referred to as "Buyers".

WHEREAS, Buyers and Sellers are all owners of Class A Common Stock, Class B Common Stock and Preferred Stock in The Cog Railway, Inc., and;

WHEREAS, Buyers and Sellers all own an equal amount of each of the different types of stock in The Cog Railway, Inc., and;

WHEREAS, a verbal agreement was reached between the Buyers and Sellers regarding the purchase by the Buyers of the Sellers stock in The Cog Railway, Inc. in accordance with the following terms;

NOW THEREFORE, the parties hereto agree as follows:

1. Buyers shall purchase from Sellers and Sellers shall sell to Buyers all or their shares in The Cog Railway Inc.

2, Buyers shall pay to Sellers the sum of One Hundred Thousand ($100,000.00) Dollars each for all of the Sellers common and preferred shares in the Cog Railway, Inc. Buyers may assign the right to purchase said stock to The Cog Railway, Inc.

3. In addition to the foregoing Seller agrees that the payment of the aforesaid sum will in part be treated as a repayment of the subordinated debentures held by Sellers. Said debentures have a current principal balance of Twenty-four Thousand Seven Hundred and Fifty ($24,750.00) Dollars each.

4. In addition to the foregoing two corporate vehicles (two Cadillac Eldorados) shall be transferred to Sellers as additional consideration under this agreement. Buyers shall execute all documents and take whatever action is necessary to carry out the transfer or said vehicles from the corporation to the Sellers. In furtherance hereof Buyers agree to have the Cog Railway, Inc. continue to pay any outstanding obligations against said vehicles.

5. John M. A. Rolli agrees that in consideration of the foregoing sum he shall serve The Cog Railway, Inc. during the 1986 summer season. as a management consultant only with no decision making authority to aid new management in making an appropriate transition. In addition John Rolli agrees that he shall be available on a consulting basis to consult with and aid Buyers and Buyers management in consideration of said payment. It is further agreed and understood that John M. A. Rolli shall not have to be present on the Cog premises on a daily or weekly basis but that he maintain contact and inform Buyers of his whereabouts and where he can be reached at all times to enable Buyer's management to consult with him.

6. Sellers further agree that from the date of the execution of this agreement that they shall not make, suggest, intimate or originate disparaging remarks about The Cog Railway, Inc., its safety, management, financing or any other aspect of said operation thereof.

7. Sellers shall aid Buyers in any manner necessary to obtain refinancing of the original amount of loans made to The Cog Railway, Inc. at the time of its purchase by Buyers and Sellers, but Sellers shall not be expected to or required to invest any sums pursuant hereto or to give personal guarantees on any notes.

8. Buyers agree to indemnify and hold Sellers harmless against and from any and all liabilities to financing institutions, investors, Ellen Teague, Charlie Teague or other debtors or from the default by the Buyers on any of the foregoing. Buyers further agree to indemnify and hold Sellers harmless from any and all liability for payments due under certain management contracts to Charles Teague and Ellen Teague and to attempt to obtain new contracts without the Sellers personal endorsements thereon.

9. Sellers agree that from the date of this agreement Sellers shall not enter into any obligations of any nature, type or sort on behalf of The Cog Railway, Inc. outside the normal course of business or in excess of Five Thousand ($5,000.00) Dollars without the express permission and approval of Buyers.

10. Sellers agree that from the date of this agreement Sellers shall not remove any equipment belonging to The Cog Railway, Inc. from the premises and shall return any equipment in their possession to the premises by May 20, 1986. Buyers agree to pay any costs associated with the moving of Engines or Coaches.

11. Sellers agrees that from the date of this agreement Sellers or his agents shall not enter into any agreements on behalf of the Cog Railway, Inc. or its subsidiaries either oral or written with any individual, company, public agency or other entity outside the normal course of business or in excess of Five Thousand ($5,000.00) Dollars without the participation and knowledge of Buyers.

12. Sellers agree that from the date of this agreement they shall not disclose any information, documents, plans, secrets, corporate records, financial reports or any other information relating to the operation of The Cog Railway, Inc. and its subsidiaries without the knowledge and express permission of the Buyers.

13. Sellers further agree that they shall aid Buyers in getting approval for this stock sale from the Public Utilities Commission or any other public agency which may exert control over this transaction.

14. Sellers further agree that they shall not for a period of three years within a Twenty-five (25) mile radius of the Mount Washington Cog Railway engage in the business of running a railroad for tourism or be involved in the business of tourist railroads run strictly for tourism as partner, shareholder, owner, financier, or otherwise to hold any interest in such a venture. This cla IBe specifically prohibits Sellers from having any interest direct or indirect in the Conway Scenic or lines running through Crawford Notch. The foregoing shall not be construed to limit the hauling of passengers by a railroad whose income is primarily obtained from the hauling of freight. And shall not during the period of this restriction solicit or employ any person any qualified train people currently employed by The Cog Railway, Inc. except Robert McClay and any other employee approved or fired by The Cog Railway, Inc. Sellers shall also be permitted to hire any employee of the Cog during The Cog Railway's off season only.

15. This agreement is contingent upon the refinancing of the outstanding notes owed Indian Head Bank North by Buyers and Sellers. It is also contingent on approval of this sale by The Public Utilities Commission if deemed necessary by Buyers. If the Buyers have not deposited Two Hundred Thousand ($200,000.00) in escrow on or before January 4, 1985 then this agreement shall be null and void.

16. This agreement shall be held in Escrow at the Woodsville Guaranty Savings Bank. Buyers shall have the right from the date Buyers deposit the Two Hundred Thousand Dollars ($200,000.00) required for the purchase for said stock in Escrow pursuant to this agreement to vote and otherwise execute control and all rights purtenant to said stock and remove executed copies of this agreement. The Sellers agree to endorse and transfer such shares as soon as the stock is released by the Indian Head Bank which currently holds said stock as collateral for outstanding notes.

17. Upon the transfer and sale of the stock contemplated by this agreement Buyers, The Cog Railway, Inc. and its subsidiaries hereby release sellers from any and all claims arising from the operations purchase or financing of The Cog Railway, Inc. and Buyers agree to indemnify Sellers, The Cog Railway, Inc. and its subsidiaries from any and all claims arising from the operations purchase and financing of the aforesaid. This paragraph shall not be construed as to limit any recourse buyers may have against sellers for breach of this agreement.

18. Buyers and Sellers agree to formally execute duplicates of the missing originals of the Teague management contracts to The Cog Railway, Inc. which were originally executed on May 6, 1983 and Buyers further agree to indemnify and hold Sellers harmless from any and all claims arising out of the breach of said contracts or the assignment of said contracts.

19. This agreement embodies the entire understanding between the parties hereto and there have been no other representations either orally or in writing upon which the parties have relied in executing and performing this agreement.

20. Buyers further agree to trade or exchange title to a certain steco push trailer now owned by the Cog Railway for a Galion roller and air compressor located at the Cog Railway and owned by Loxley Ness.

21. If Buyers cause The Cog Railway, Inc., to redeem any of its outstanding preferred stock priority shall be given to the pref erred stock owned by Aldo and Aurora Rolli.

## Documents - 1985

IN WITNESS WHEREOF we have set our hands this twentieth day of December, 1985.

*Wayne W. Presby II* *John M. A. Rolli* *Joel J. Bedor* *Loxley D. Ness*

*David Keenan* - witness to all four



CHAPTER 6

# Presby - Bedor

The State of New Hampshire is a key part of the Mount Washington Railway story starting with its creation and later, in overseeing operations of the line, as the State has had a keen interest in the success of this "anchor" tourist attraction to boost the economic development of the Granite State's North Country. Over the years that has placed state legislators & regulators in an interesting position of having to find a balance between public safety and the railroad's business success. This is a transcribed collection of documents & regulatory reports found in state archives and private holdings demonstrate how New Hampshire sought that proper balance over the years. The record starts with Sylvester Marsh obtaining a charter for a "railway to the moon" and the extensions & amendments that allowed the road to be built by the Mount Washington Railway Company. The modern-era begins with the1931 deal between Henry N. Teague and the Boston & Maine Railroad found by historian Rob Bermudes in the NH archives in April 2022, and a contract found in the Bencosky-Desjardins Collection between the Boston & Maine and the Mt. Washington Railway as the B&M was abandoning spur line service from Fabyan to the Base Station. *(Reminder: These are transcriptions subject to the foibles of stubby fingers and aging eyes. Those contemplating litigation should consult the original documents.)*

## ≺1986≻

**The Cog Railway, Inc.**
**Stockholder Agreement**
**January 9, 1986**

AGREEMENT made this 9th day of January, 1986, by and between Wayne W. Presby of 16 Water Street, Town of Lisbon, County of Grafton and State of New Hampshire, (hereinafter Presby), and Joel J. Bedor of 64 Union Street, Town of Littleton, County of Grafton and State of New Hampshire (hereinafter Bedor) and;

WHEREAS, Presby and Bedor (Bedor owns jointly with his wife, Catherine L. Bedor) are the owners of an equal number of shares in The Cog Railway, Inc., the combined total of which represents 80% or more of the outstanding common stock of The Cog Railway, Inc., which owns all of the common stock of Marshfield, Inc. which owns all of the common stock of the Mount Washington Railway Company, and;

WHEREAS, Presby and Bedor are interested in the companies running smoothly and profitably, and;

WHEREAS, Presby and Bedor are also interested in obtaining qualified and knowledgeable people to comprise the board of directors of the companies;

NOW THEREFORE, in respect to the foregoing the parties hereto agree as follows:

1. That Presby and Bedor shall cause Cog to amend its corporate charter expanding its board of directors to the number of seven (7).

2. That Presby and Bedor shall cause the Board of Directors to be comprised of Joel Bedor, Catherine Bedor, Wayne Presby, Bill Presby, the General Manager of the Company, and two other individuals who shall be chosen from the current preferred shareholders unless none of them are willing to sit on said board if none of the preferred shareholders are willing to sit on said board then the number shall be reduced to five (5)

members. Bedor and Presby shall propose that the Board meet once per month and that the directors appearing shall be paid $100.00 for attending each meeting.

3. That Bedor and Presby shall agree that an executive board be established to be responsible for day to day operational problems encountered. Said board shall be comprised of Bedor, Presby and the General Manager.

4. That Presby agrees not to use his leverage, voting power, personal, or family relationship with any other common stockholder to abridge the voting power, authority, compensation, or effectiveness of Bedor.

5. That Bedor agrees not to use his leverage, personal or family relationship with any other common stockholder to abridge the authority, compensation, or effectiveness of Presby.

6. That Presby is inclined to begin working at the company in addition to his administrative positions as a regular employee at a job without management or administrative authority such as a landscaper, train person, or on the track crew. If Presby is derelict in his duties or interferes in any way with the authority of the general manager while acting as a regular employee his activities shall be reported to the board and the board shall make a decision as to whether or not Presby may continue to work in any lay position at the company. Presby agrees not to use his personal or family influence to prevent impartial board decisions in this matter.

7. That Presby and Bedor agree that they shall cause the board of Directors to elect Bedor as President and Treasurer of the Company and Wayne Presby as Vice President, Secretary and Chairman of the Board of Directors for the year 1986. Bedor and Presby shall continue to Alternate in these positions each year but Presby shall always be Secretary and Bedor shall always be Treasurer.

8. That Presby agrees that if by descent, distribution, agreement, or otherwise he obtains or has a right to obtain any of the outstanding common stock other than that owned by Presby or Bedor that Presby shall refuse to take said shares and will not exercise control or right over said shares but will offer said shares first to The Cog Railway, Inc., for redemption at a price to be established by Bedor and Presby each year. The purpose of this clause (8.) is to prevent Presby from obtaining actual or constructive title right or interest to more shares than those held by Bedor.

10. If a decision cannot be made by the board of directors as to who shall be the general manager the chairman of the board shall vote to break the deadlock among the other members of the board.

11. If Bedor or Presby have employees working on Cog Railway business they shall be compensated for the work of said employees by the payment to them of the employees hourly rate plus 15%.

12. Neither Bedor or Presby shall make any expenditure in excess of Five Thousand *($5,000.00)* Dollars on behalf of the Cog Railway, Inc., other than normal recurring expenditures without the approval of the executive board and they shall thoroughly examine all such expenditures and consult qualified consultants if deemed necessary.

13. Compensation of Bedor and Presby is to be equal, except that if Bedor or Presby works in a position at the Cog, then he will be paid the normal rate for the position as determined by the general manager. Compensation of Bedor and Presby for the year ending December 30, 1986, to be at the base rate of $10,400.00 per year, payable in equal weekly installments of $400.00 beginning July 1, 1986. In addition, if the net income of The Cog Railway, Inc., exceeds $150,000.00 before depreciation, each party will be entitled to a bonus of 20% each of such excess over $150,000.00.

14. If there is a dispute between Joel J. Bedor and Catherine L. Bedor as to how to vote their stock and Catherine L. Bedor intends to vote the stock in a manner adverse to the form, intent and language of this agreement then for purposes of voting on the particular issue in dispute between the Bedors this agreement shall not be binding on Presby.

IN WITNESS WHEREOF we have set our hands this 9th day of January,

Joel J. Bedor

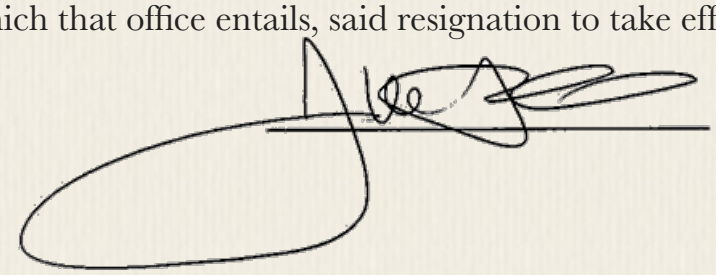
Wayne W. Presby

**Rolli & Ness Resignations / Payout**
**January 9, 1986**

***CORPORATE RESIGNATION***

I, John M. A. Rolli, President of The Mount Washington Railway Company hereby resign from that office relinquishing all my duties and obligations which that office entails, said resignation to take effect immediately.

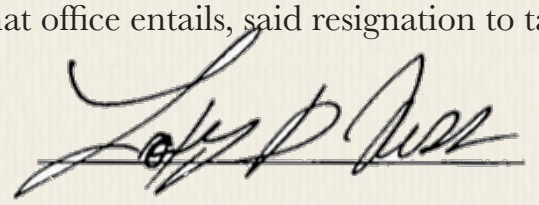
dated: *1/9/86*



***CORPORATE RESIGNATION***

I, Loxley D. Ness, Vice-President of the Mount Washington Railway Company hereby resign from that office relinquishing all my duties and obligations which that office entails, said resignation to take effect immediately.

dated: *Jan 9 1986*



*Handwritten Note* outlining financial close out
*Deposit to Cog account $32,000 from JR & LN*
*Deposit to John $100,000 from Cog account above $16,000 & $833*
*Deposit to Loxley $100,000 and $16,000 from Cog account above*

**A Concerned Stockholder Letter**
**February 1, 1986**

***Dear Joel,*** I am writing for myself and another preferred stock owner of the Cog Railway to express our concern over the direction the company is heading. We ask that you call a stockholders meeting to let us in on what you are doing with our company. The questions we need answered are:

1. Who is going to take John and Locksley's place?
2. Did you take the money that was supposed to be for new boilers and use it to buy them out?
4. Is it true that the caretaker and machinist have left, and that the train people will leave before they will work for Wayne? Can you show us letters from the trainmen agreeing to come back to work next summer?
5. Just how much money do you end Wayne have in?

This is what we would like for our own protection:

1. Proof in writing that he SEC and PUC ok'd the recent sale of preferred stock, and what you did with the money.
2. Two seats on the board of directors for us preferred stock owners.
3. A guaranteed timetable of your buying back of our stock at 10% yearly increase in value as promised.
4. Wayne resigns from officer and director and his father or someone who can get along with the banks and employees takes his place.
5. We each get a list of all other stockholders so that we can work together to protect our investment.
6. No company cars or any money to you and Wayne until you show us that the company is out of trouble with the banks.

We are sending a copy of this letter to the PUC unless we get a letter in ten days calling for the meeting, and it should be on a weekend so we can all get to it.

I can't sign this as one of you does my work, but I am seriously concerned. - A Stockholder

**Mann Advertising Ad Plan**
**Mt. Washington Cog Railway**
**February 7, 1986**

***INTRODUCTION***

As the result of the ownership change and our recent discussions regarding your objectives for the future and observations of the past we present the following revised marketing plan for the 1986 season.

We would like to begin by restating our marketing strategy and then outlining our revised media plan which has been developed as our recommendation.

We have compared last year's ad schedule with your sales figures and make the following observations.

1. The July 4th weekend was one of the few periods of increased business over the previous year. While we will be the first to admit there may be numerous reasons for this, including weather and other conditions, we also observed that a good deal of advertising peaked the weekend before the 4th, including *TV Guide* insertions, *Boston Globe* & TV schedules.

2. The biggest losses seemed to have taken place later in the season in August and September. We had been directed to somewhat cutback on ads during this period because there would be "all the business we could handle." That may very well have been a major mistake.

***MEDIA STRATEGY***

We remain committed to the basic strategy of our first season's work for the Cog, with a few modifications. The premise of our media strategy remains as follows:

1. A substantial number of vacationers are in New Hampshire during the season. The State Office of Vacation Travel is spending considerable dollars towards the effort of attracting visitors to the state.

2. We do not need to bring additional vacationers into the state, what we need to do is reach out and dominate those vacationers who are here with the maximum impressions during their stay. If they had planned to Ride the Cog before entering the state we will make sure that they are not sidetracked into spending time and money elsewhere before they get to the Cog. At the same time, we will bombard as many vacationers as possible with our message.

3. The season-long Maine TV schedule never made sense to us. It is our opinion that people on vacation view very little television. The time to reach them with television is when they are at home, not when they're up North on vacation.

While TV should not be deleted from the plan, it should be cut back and redirected to reaching people at home.

4. Radio is an effective means of reaching vacationers. People tune in for weather forecasts and local information as they travel throughout the area. The radio stations have also been very willing to aggressively promote for us by giving away tickets. We received tremendous visibility out of these past promotions with one of the Laconia stations, as well as others.

In the north country the radio stations with the strongest signals get the most listeners. Like it or not, WHOM dominates listenership in Northern New Hampshire. Vacationers scanning the dial for weather forecasts and information are going to listen to WHOM because of its tremendous signal, even if they don't totally enjoy the station's music format. Deleting all radio from last year's plan was a mistake.

5. It is not prudent to take the peak periods of the season for granted! We must stay consistently visible throughout the entire season. The objective is to do the maximum amount of business during the entire season; not just increasing business in the slow times. In fact, the market may be so small during slow periods that saturated effort is wasted. Simply put, maximize the highs... minimize the lows!

6. Advertising rates are continually on the increase from year to year. Budgets that increase 12 to 15% a year merely tread water against rising rates. If the ongoing objective is to to generally increase business every year, budgets must aggressively lead the way.

***ADDITIONAL OBJECTIVES FOR 1986***

The following is a list of objectives for the up coming season which we would like to discuss and alter as appropriate.

1. Redirect the media schedule as outlined

2. Promote early morning trains in all advertising and PR

3. Produce a "historic brochure" for distribution to passengers and help with other ideas to enhance the experience and enjoyment of riding the cog

4. Design & Develop materials for a new color brochure the following season

5. Produce an audio narration to play on board or at the base station

6. Participate in discussions and development of on property signage to promote early morning trains, the free ride to base station and other matters

7. Meet on a more regular basis during the season

8 Develope and review questionnaire program

***RESEARCH STRATEGY***

The purpose of this plan is to briefly outline our ideas on the general objective of gathering and analyzing some basic marketing research during the 1986 and future seasons. The objective of any such research would be to provide information that could be helpful in evaluating not only the current marketing efforts but also providing insight into future efforts, as well as seeking a general reaction to the attraction itself.

On-going marketing research can certainly be an extremely beneficial tool for future planning. At the same time we must realize that a truly comprehensive research program could easily cost more then the entire marketing budget itself!

We realize that any research that is done must, for all practical purposes, be done within the constraints of a minimum research budget and, at the same time, not represent an administrative nightmare for management and employees of The Cog. In order to minimize cost it is clear that existing employees must be utilized to gather the information. This means devising a method of gathering information that requires a minimal effort, and that will not take away from the other responsibilities of the employees involved.

***RESEARCH OBJECTIVES***

We would suggest that any specific research to be conducted aim at gathering information dealing with the following concerns:

1. Where are the Cog's customers coming from? Namely where do they live and where are they staying during their visit to the area.

2. Who are the Cog's customers? A profile of age groups, couples and families.

3. What do they think about the product? Have they ridden before? Will they ride again? Complaints and criticisms? How would they rank The Cog vs. other area attractions?

4. When did they decide to ride? Before or after their vacation began.

5. What are their media tastes & habits? Have they seen tourism publications during their stay? Listened to North Country Radio? Viewed TV during their stay?

6. What Cog advertising do they think they have seen or heard?

## Documents - 1986

This is not an actual list of questions, but rather these are the areas that we would all seem to be interested in. Thru our discussion with you, we might very well realize other concerns. A refined list of questions could be designed during the off-season, along with a complete plan of implementation procedures.

***IMPLEMENTATION***

The obvious key to this program would be the methodology utilized in gathering the information. It would seem to be impractical to question people at the gate. It also seems unlikely that it would be affordable to hire someone to conduct the surveys. Here is our idea:

We would create a postcard size questionnaire in padded form. These could be looped thru a belt or hung out of one's pocket. The key responsibility would go to the "brakeman." As passengers get off the train at the top they would be handed a questionnaire and a pencil and asked to fill it out before they get back on. The postcard and pencil would then be collected by the brakeman as they get back on the train.

Another option would be to give passengers the questionnaire when they get on at the top and collect them as the leave the train at the bottom. They could also be filled out during "switching."

Hopefully you could gain the full cooperation of the brakemen; if not, some form of incentive for cooperation might need to be devised. (Such as offering to pay them 2½ cents for every completed questionnaire they turn in.)

We would develop a schedule of various days on which to conduct the surveying and a method for collecting and evaluating the information that is gathered and we would report on it to you with conclusions at the seasons end.

***REVIEW***

The success of such an undertaking will be based on the methodology and the organization of the effort. The proper questions must be asked and enough samples taken or the response may lead us all in the wrong direction. In order for us to define the size of the sample needed or how much surveying to do we should approach this on a statistical basis and would need to know how many riders per year and a breakdown to the season, such as:

50,000 passengers per year
10,000 pre fourth of July
25,000 mid summer
15,000 post labor day

From a breakdown such as this we could determine how many questionnaires should be solicited and when. This would all be based on nationally accepted statistical formulas for accurate sampling. The greatest danger in any form of marketing research, regardless of the limitations of its scope, is making conclusions from insufficient, inaccurate or slanted information.

***Mt. Washington Cog Railway***
***February 27, 1986***

**MEETING AGENDA**

1. Approval of Ad Plan, as revised
2. WMA Brochure - photos - copy changes based on discount policy
3. The Travel Agent
   Tours
   April Issue
4. Recruitment Policy
5. Boiler Works

*Draft* NEWS RELEASE
For Immediate Release

Mt. Washington, NH (0/00/86) The Mt. Washington Cog Railway, like the United States Marine Corps, is looking for a few good people! The historic tourist attraction, that has been a traditional summer job for college men and women, is facing the same job recruiting problems that all New Hampshire is faced with: a growing economy and the need to attract competent employees.

In the same spirit that led to building a railroad that defied the law of gravity, and has been transporting people to the top of Mt. Washington for nearly 125 years, Railway management has announced a special incentive bonus open to students in area high schools. The Cog will pay a portion of the senior year tuition, based on the number of summers of service young men and women complete.

The jobs performed by candidates can be anything from groundskeeping or ticketselling to brakeman, fireman or even engineer. Each summer of work, at a performance level sufficient to be rehired, will entitle the student to claim 10% of senior year tuition at any recognized American college. Three summers would entitle the man or woman to 30%.

Full details about the program and eligibility, including the high schools whose graduates are eligible are available during employment interviews for summer jobs at the Cog, which will be held during the month of April, 1986 in Littleton and at the Base Station. For a list of the high schools, and to arrange an appointment, please write to the Mt. Washington Cog Railway, % Bedore Associates, 40 Union Street, Littleton, NH 03561.

{Note: This release is a DRAFT and should be reviewed for content before approval.}

**Mann Advertising**
**Mt. Washington Cog Railway**
**March 1, 1986**

***NEW GROUP MARKETING PLANS***

We have been asked to prepare marketing plans to help reach two objectives:

1) Increase traffic in May-June & Sept
2) Increase ridership from groups in off-peak periods, such as first AM trains and all times in the months above.

It has already been determined that one target market is the senior citizen. Many seniors will not ride to the top because of the length of the program. For them, we will develop a plan to attract bus load groups from New Hampshire, and nearby Maine, Vermont & Massachusetts, with an expectation of a $2.00 gate, or a group rate, plus lunches and gift shop sales.

Other target groups for the $2.00 admission are local and regional business groups; civic organizations and social clubs; which could be invited to hold their meetings at the Base Station, in conjunction with a meal, and the shuttle trip, gift shop stop, and museum tour.

Furthermore, school groups should be encouraged to come for a full Cog Ride, as part of their field trip experience. A group rate, and special lunch rates, or the use of the picnic tables (augmented, if need be, by additional, temporary tables) should be featured in the advertising for this target market.

It would be interesting to explore the possibilities of selling brides on the idea of weddings at the top of the mountain.

A discount program for state of NH employees, at whatever rate they are given for the Tramway, would permit a direct mail marketing program to promote White Mountain tours or vacations for this significantly “dedicated” group.

The Twin Mountain Chamber might be willing to share in the promotion of May/June weekends, along the lines of "Spring time in the Mountains" where packages could be sold with groups riding the Cog one day and The Tramway on the alternate day of the weekend.

**Mann Advertising**
**Mt. Washington Cog Railway**
**March 3, 1986**

***SUMMER COLLEGE RECRUITING LETTER***

SUMMER JOBS
for TECHNICAL STUDENTS

For more than 120 years, some of the most interesting summer jobs in New Hampshire have been found at the Mount Washington Cog Railway.

Engineers, Firemen, Brakemen
(must pass qualifying examination)
Passenger service, food service, track
and equipment maintenance, groundskeepers

The minimum wage is $0.00 per hour for 40 hours plus overtime; higher skills and experience will be recognized and rewarded.

Inquire at the campus office of the Career Counselor, or Summer Job Coordinator, or write to the address below:

Mt. Washington Cog Railway
PO Box 326
Littleton, New Hampshire 03561

**Mount Washington Cog Railway**
**Warranty Deed to State of New Hampshire**
**RE: Route 302 Sign Settlement**
**Mar1986**

*WARRANTY DEED*

THAT, MOUNT WASHINGTON RAILROAD COMPANY, ROUTE 302, BRETTON WOODS, MOUNT WASHINGTON OF COÖS COUNTY, STATE OF NEW HAMPSHIRE, for consideration paid, grant to The State of NewHampshire, with WARRANTY covenants,

A certain parcel of land situated on the North side of U, S. Route 302, in the.Town of Carroll, County of Coös, State of NewHampshire, and being near Station 346 + 00, Route 302 Construction Center Line, as shown on a Plan of Carroll BR-F-032-1(15) - P-3101, on file in the records of the NewHampshire Department of Transportation and to be recorded in the Coös County Registry of Deeds, bounded and described as follows:

Being all that land belonging to the Granter that lies Southeasterly of a line that connects a point fifty (50') feet Northerly of and directly opposite Station 345 + 00, Route 302 Construction Center Line, and a point thirty-nine (39') feet Northwesterly of and directly opposite Station 5 + 24.00, Cog Base Road Construction Center Line and a point in the existing Westerly Sideline of Cog Base Road, said point also being in the Division Line between land of the Maine Central Railroad and land now or formerly of George H. and Lynday Curtin and Robert Weight, Sr. and Jr.; bounded on the North and East by land now or formerly of Bretton Woods Corp.; bounded on the South by the Westerly Sideline of Cog Base Road as now traveled; and, bounded on the West by the Northerly Sideline of Route 302 as now traveled.

Containing nine hundred (900) square feet, more or less, and being a portion of that real estate recorded in Coös County Registry of Deeds, Book 656, Page 699, dated April 19, 1983.

Excepting and reserving all the right, title and interest in and to a certain cog railroad sign and electric lines leading thereto and described in Section II of an indenture executed on September 1, 1979 between Bretton Woods Corp. and Ellen C. Teague and recorded in the Coös County Registry of Deeds, Book 625, Page 570.

It is hereby made a part of the before-mentioned consideration and a condition to this instrument that the 1985 Property Taxes are to be pro-rated as of March 15, 1986.

MOUNT WASHINGTON RAILROAD COMPANY

*PARTIAL MORTGAGE RELEASE*

For value received, INDIAN HEAD BANK NORTH, holder of a mortgage from MOUNT WASHINGTON RAILROAD COMPANY to INDIAN HEAD BANK NORTH, dated May6, 1983, and recorded in the Coös County Registry of Deeds, Book 656, Page 701, hereby discharges the said mortgage as it pertains to the above-described premises and no further.

INDIAN HEAD BANK NORTH

*PARTIAL MORTGAGE RELEASE*

For value received, N. H. BUSINESS DEVELOPMENT CORP., holder of a mortgage from MOUNT WASHINGTON RAILROAD COMPANY to N. H. BUSINESS DEVELOPMENT CORP. dated August 19, 1983, and recorded in the Coös County Registry of Deeds, Book660, Page 91, hereby discharges the said mortgage as it pertains to the above-described .premises and no further. · ·

N. H. BUSINESS DEVELOPMENT CORP.

**Mann Advertising Meeting Agenda**
**with Mt. Washington Cog Railway**
**March 21, 1986**

Deliver: Video of spots, travelogue Billboard mechanical
Review: WMA Pad Paps ad
Brochure mechanical
Initial group marketing directions
Twin Mountain Chamber program
*New England Guide* offer
Photograph of management, new GM

***DRAFT MARKETING MATERIALS FOR DISCUSSION***

NEWS RELEASE
For Immediate Release
CONTACT: Jim Bradley
(603) 625-5403 or 627-7712

Mt. Washington, NH (3/00/86) Bradford N. Williamson, of Wakefield, has been named General Manager of the 124 year old Mt. Washington Cog Railway, according to Joel J. Bedor, CPA, president.

Since 1972, Williamson has been employed by the Wolfeboro Rail Road, the past four years as general manager. A civil engineer, with a BS in CE from Northeastern University, he has taken additional courses in restaurant management at UNH and from the Railway Education Bureau in Omaha.

Active in civic affairs, Williamson serves on the board of directors of the Wolfeboro Chamber of Commerce and the NH Task Force on Child Abuse and Neglect.

"We are pleased to have Brad Williamson join the Cog as general manager," Bedor said, "and know that his extensive experience in operations, personnel and management will be most helpful in his new position."

## Documents - 1986

The Mount Washington Cog Railway was the world's first coal fired, steam driven mountain climbing railway. Its main line ascends 6,288 feet to the top of the highest peak in the northeast.

-30-

**Goldberg-Zoino & Associates, Inc.**
**Environmental Site Assessment**
**April 23, 1986**

Re: Environmental Site Assessment
The Cog Railway Inc. Property
White Mountain National Forest
New Hampshire

Gentlemen:

In accordance with our proposal dated March 11, 1986, Goldberg-Zoino & Associates, Inc. (GzA) has conducted an environmental site assessment of the above-referenced site for the Cog Railway Inc. The purpose of this assessment was to render a judgement as to the presence of hazardous materials within the environment at the site within the meaning of New Hampshire R.S.A. Chapters 147-A and 147-B.

***Background***

The subject site consists primarily of an approximately rectangular 34-acre parcel of land situated at the base of the western flank of Mount Washington within the White Mountain National Forest. This area, known as the "Marshfield Base Station", is bordered on all sides by White Mountain National Forest property. The Ammonoosuc River lies north of the base station and there forms the northern boundary of the site. Information provided by your office and Mr. John Rolli, former part owner and general manager of the Cog Railway, indicates that a portion of the base station property at the western end of the site is leased by the Cog Railway from the White Mountain National Forest.

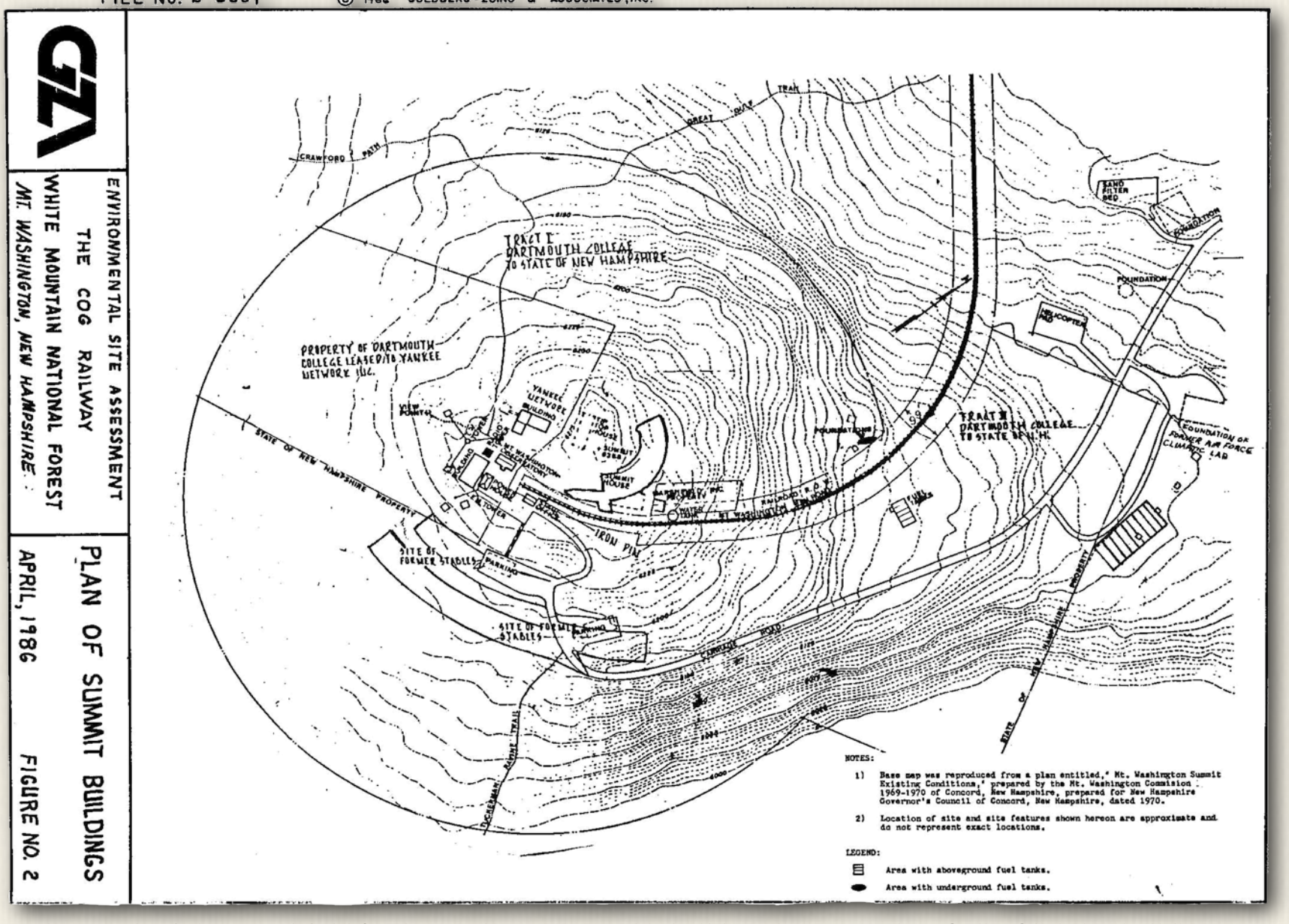
A second 16,000 square foot parcel of land, also part of the subject site, is situated near the summit of Mount Washington within a circular parcel of land that is currently owned by the State of New Hampshire. No buildings are reported to exist on this latter portion of the site and, in accordance with our telephone conversation of March 21, 1986, this portion of the site, as shown on ***Figure 2 (next page)***, was not visited by GZA due to its inaccessibility as a consequence of heavy snow cover.

The Cog Railway reportedly also owns an approximately 100 feet wide right-of-way, reaching about 50 feet to either side of the centerline of the railway and extending from the base station to the summit of the mountain.

Approximately forty 1- and 2-story wooden structures are situated on the previously mentioned 34-acre parcel of land situated at the base of Mount Washington. Of the structures present, approximately 25 function as employee quarters, visitor facilities, and administrative buildings. The remaining buildings are utilized as storage, maintenance, and repair facilities. Information concerning names and uses of these structures was provided by your office and by Mr. John Rolli.

Buildings on the site *(USDA overflight image on May 13, 1986 below)* are generally grouped within three different sections of the property as described below. Most of the visitor facilities, the administrative offices, and several of the employee quarters are situated within the southeastern section of the subject site. These buildings include the "Marshfield Station," a passenger loading dock, gift shop, and dining area; a small museum; employee cabins; and the offices of the Cog Railway.

Three sheds associated with power generation are also situated within the southeastern section of the site. Two of these sheds, housing diesel powered electrical generation equipment, are situated southeast of the museum, at the end of the gravel road that accesses the southern section of the site. A third shed is situated in a




ravine south of the Marshfield Station and museum. This building, known as the "Colin Christie" building, reportedly houses a waterwheel.

A second group of buildings is situated at the west central section of the site. This group of buildings includes the lower passenger station, known as "Ammonoosuc Station;" a boarding house, chalet and approximately six cabins that originally provided housing for married employees.



A third group of buildings, those associated with the maintenance and repair of the railroad itself, are situated within the northwestern section of the site. These buildings include the "Engine House", "Car Barn", former stable building, an abandoned boarding house, and several other smaller buildings.

As part of the present site assessment certain state agencies and officials were contacted with regard to their knowledge of a possible disposal of hazardous materials on or near the subject site. These State agencies and officials include the Department of Public Health Services, Office of Waste Management (OWM), Bureau of Hazardous Waste, and Bureau of Waste Management Engineering; the New Hampshire Water Supply and Pollution Control Commission (WSPCC), Groundwater Protection Division, and Mr. Bill Carpenter of the Department of Resources and Economic Development (DRED), Division of Parks and Recreation. Review of OWM files indicated that they have no knowledge of disposal activity at the subject site nor in the abutting areas. The WSPCC also reported that they have no knowledge of any hazardous waste problems or incidents at the subject site or in the immediate vicinity of the site.

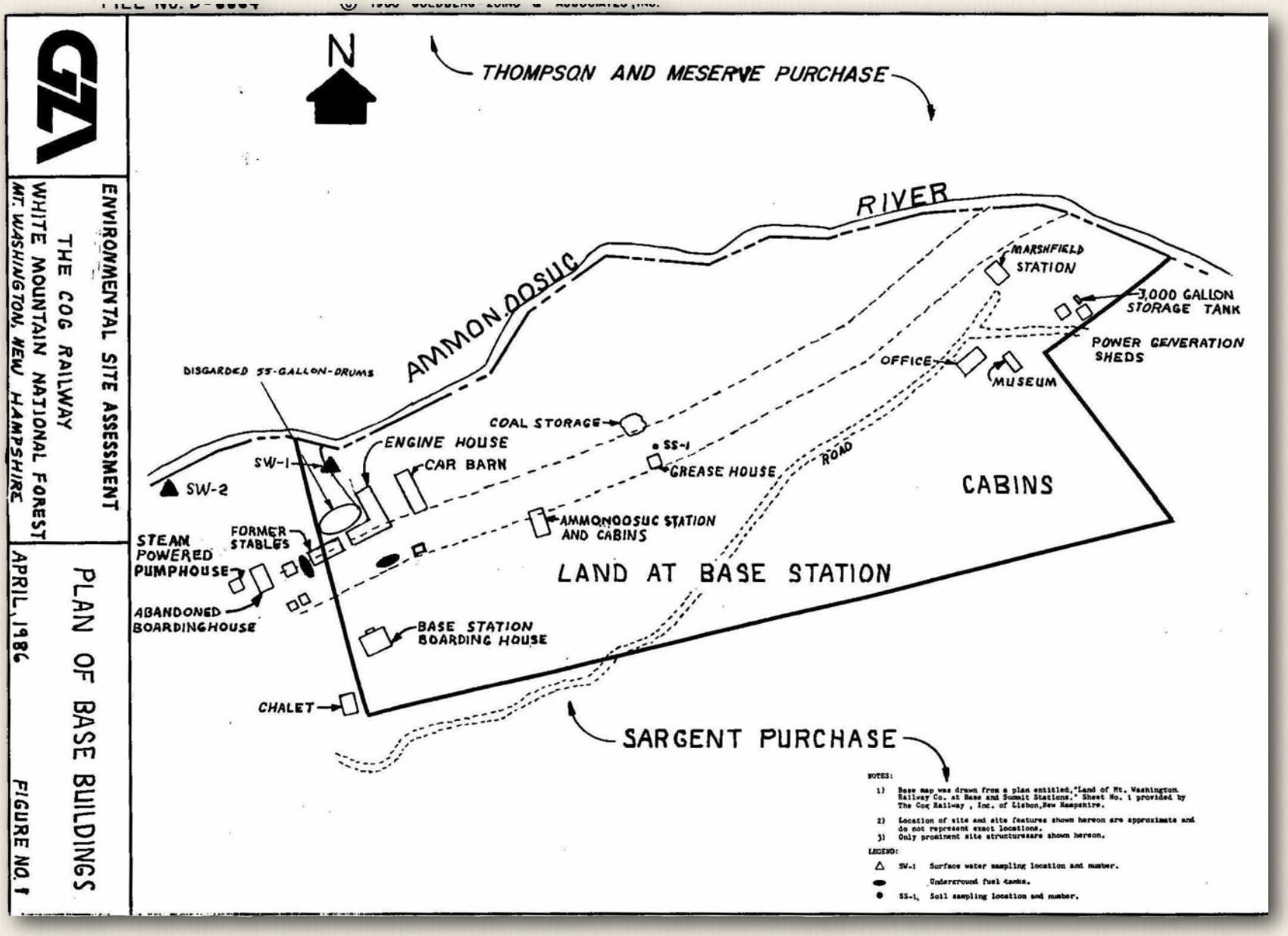
The DRED oversees the operation and construction of buildings on state land and at the summit of Mount Washington. Mr. Carpenter indicated that he was aware of the existence of one 140,000-gallon capacity fuel oil storage tank associated with the Yankee Network, Inc. building at the summit and several under ground fuel storage tanks situated on the western side of the Cog Railway easement where the railway bisects the circular boundary of property currently owned by the State of New Hampshire. Mr. Carpenter also indicated that there are several above-ground fuel storage tanks situated west of the railway along the above-mentioned property boundary. Mr. Carpenter further indicated that he believed that three other underground fuel storage tanks were situated near the summit house; either on the Cog Railway right-of-way or on the Cog Railway property at the summit. Mr. Carpenter also reported that a minor spill occurred from fuel tanks or lines at the summit area about six or seven years ago contaminating one of the summit open-top water tanks. It was further reported by Mr. Carpenter that this contaminated water may have been subsequently discharged to the summit environment. Two wells approximately 1,000 feet deep were drilled approximately 3 to 4 years ago and currently provide water to the summit buildings. Mr. Carpenter indicated that these wells have been tested for contamination and one has been determined to contain relatively low level concentrations of volatile hydrocarbons.

***SITE VISIT***

On March 21, 1986 Mr. Mitchell Plummer of GZA visited the subject site in order to explore the building interiors and observe the surficial conditions at the site and in the general area abutting the site for suficial evidence indicative of the possible presence of hazardous materials. At the time of the site visit approximately 6 to 18 inches of snow obscured much of the ground surface at the site. Joel Bedor, of The Cog Railway, Inc., accompanied Mr. Plummer on the March 21, 1986 visit. Approximate locations of the above-mentioned structures and other pertinent site features as discussed below are shown on ***Figure 1 (next page).***

Buildings at the Marshfield Base Station at the site generally consist of approximately 40, one and two story wooden structures. Approximately 25 of these structures are maintained as summertime living quarters for employees, visitor's service facilities, and business offices. Most of these facilities are situated in the eastern section of the subject site, to the south of the Cog Railway. These structures include the Marshfield Station; a small museum, a ticket booth, the "chief engineer's" cabin, a photography darkroom; the museum attendants cabin; outdoor restroom facilities, a two-unit apartment building, an office building, and approximately eight one room cabins currently used as employee quarters. Marshfield station includes a gift shop, kitchen/dining area, and restroom facilities. Heat for the above-mentioned buildings is provided by individual gas heaters, supplied from several bulk propane tanks observed on the property and, in some cases, wood stoves.

Situated in the south central and southern portions of the site are other employee quarters including the "Ammonoosuc Station", an unheated lower passenger station which is serviced with only cold water; approximately six individual cabins used as employee quarters, some of which are abandoned; an employee boarding house; and a chalet style wood building. These buildings are also heated with gas furnaces supplied by two large propane tanks observed outside the chalet. The boarding house was also observed to contain a self-contained kerosene heating unit. No fill caps, vent pipes or other evidence of underground petroleum product storage tanks was observed in the vicinity of the above-mentioned employee and visitor outbuildings, nor was any evidence of a possible disposal of hazardous materials observed by GZA in these areas.




Mr. Bedor indicated the locations of three sheds and one 3,000 gallon capacity above-ground petroleum product storage tank. These facilities reportedly comprise the site's power generation operations. These sheds and the tanks are located to the southeast of the railroad museum. At the time of the site visit, access to these buildings was not available to GZA. Mr. Rolli indicated that the two sheds situated southeast of the museum building house the primary electrical power generation equipment for the site. Reportedly, these buildings house a Caterpillar diesel generator and a hydroelectric turbine with a D.C. generator. A box of quart-sized oil cans was observed through a window in this building. Mr. Rolli indicated that a case of quart-sized oil cans is kept on hand for the diesel generator which uses approximately one quart of oil per day during the operating season. A 3,000-gallon capacity above ground diesel fuel storage tank was observed adjacent to the north side of the diesel generator shed. Some surficial oil-like staining was observed at the northern end of this tank where valve fittings and fuel lines are connected indicating leakage from the fittings, however the fuel tank appeared to be in good overall condition. Mr. Rolli indicated that to his knowledge the tank has not leaked any significant amounts of oil during his tenure as manager of the railway.

Mr. Rolli identified the switch house which reportedly houses the motor/generator switch and other electrical equipment. Some darkly stained soil was also observed around the door of this structure. On the ground adjacent to one of the sheds situated to the west, approximately six electrical transformers of unknown age were observed.

Mr. Rolli indicated that another shed, in the wooded area to the west of the railroad tracks opposite the office building, also contains a waterwheel for the generation of electricity and a pump. Mr. Rolli reported that this generator station is still used and that no chemicals other than a few small containers of lubricants are typically stored within this shed. No evidence of a possible disposal of hazardous materials was observed in the vicinity of this shed.

In the central section of the property, near the railway tracks to the north, lies the coal supply area. An open shed, known as the grease house , is situated to the south. Approximately ten 55-gallon drums were ob-

served within this building; several of these were labeled Compound Steam Cylinder Oil. A portion of the ground surface adjacent to the grease house covering an area approximately 25 feet by 25 feet was observed to be stained with a dark grease-like substance. About 50 feet east of the building, a 55-gallon drum with a grease pump fitting attached to the barrelhead was observed. Mr. John Rolli indicated that the grease house functions as a greasing and oiling station for the trains during their daily operation. Steam cylinder oil, which is reportedly burned very quickly by the steam engines, is transferred from 55-gallon drums stored within the grease house and pumped into the steam engine cylinders as needed. Barrels of grease are also maintained in the grease house for lubrication of mechanical parts and gears of the engines and cars. Mr. Rolli also indicated that a third relatively viscous lubricant kept in the grease house called "Crater 2X'" oil is used once or twice weekly to lubricate the cogs of the railway itself. Crater 2X oil is reportedly poured into steam coil heated buckets attached to the steam engine as the engine climbs the track. The Crater 2X oil is distributed to the cogs through channels onto the cogs below in droplet form. Relatively constant transfer of these heavy oils from the grease house to the operating trains appears to be a likely source of the previously mentioned soil staining observed around the grease house.

A row of buildings associated with the maintenance and repair of the railway is situated in the northwestern portion of the site. The western boundary of the property which trends perpendicular to the railroad bed, approximately bisects one of the buildings in the central portion of this cluster of buildings. Consequently, approximately eight of the Cog Railway buildings are situated on National Forest land. At the western end of this row of buildings, situated on National Forest Land, is an abandoned steam cylinder pump house, an abandoned boarding house currently used for storage, three cabins containing various mechanical and electrical components, and the western portion of the former stable building. The abandoned steam cylinder pump house is of sheet metal construction. This building houses an old steam boiler and two large horizontal steam cylinders connected to a water pump. Mr. Joel Bedor reported that this facility was used until about 1970± to pump water from the Marshfield base station to buildings at the summit of Mount Washington. The floor of this structure was observed to be stained with a dark oily-like material and one 20-gallon fuel can was noted within the structure.

Adjacent to the pump house to the east lies an abandoned boarding house. This building is currently used primarily for the storage of passenger car seats. Also observed within the building were various plumbing fixtures, a hot water tank, refrigerators, and one disconnected gasoline pump. No evidence of a possible disposal of hazardous material was observed within the abandoned boarding house. Numerous discarded passenger car seat parts were observed outside the abandoned boarding house. Also observed within the vicinity of this structure are several empty 55-gall on drums, a rack of steel pipes, two coal loaders, and a small scale locomotive train set. Three abandoned cabins, currently used for storage of spare parts, are situated east of the abandoned boarding house. Two of these buildings are located on the southern side of the former railroad bed. At the time of the site visit, access to the westernmost of these two cabins was not available to GZA.

The second structure, identified by Mr. Rolli as "Colonel Teague's" cabin, was observed to contain sixteen empty 55-gallon drums and various electrical boxes, motors, generators, switch panels and wire. No evidence of the possible disposal of the former contents of these drums within this structure was observed by GZA during the site visit.

The third of these three above-mentioned cabins was observed to contain primarily small electrical motors, sockets, connectors, and other small electrical components. Observed in the vicinity of and outside the above-mentioned cabins were several 55-gallon drums, some of unknown contents, a machining lathe and other large machinery, two abandoned automobiles, a badly damaged steam calliope south of the former stables, and a manual gasoline or diesel pump suggesting the presence of an underground storage tank in that area. The fill cap for this underground tank was also located and subsequently removed in order to inspect the contents of this tank. The tank was observed to be generally filled with a clear fluid having an odor similar to mineral spirits. Mr. Bedor indicated that this tank has not been in use during the present ownership of the subject site. This was also confirmed by Mr. Rolli.

A former stable building lies to the east of the above-mentioned underground tank. This building, divided into two rooms and also bisected by a north-south trending property boundary is currently used for storage. Items observed in the western portion of the former stables include two automobiles, automobile engines, body

and mechanical parts, diesel tractors, and one 55-gallon oil drum. The original earthen floor exists in this section of the stable building. A poured concrete floor exists in the eastern section. Items observed within the eastern portion of this building include a large, vertical machining lathe, a press for fitting gears or wheels onto axles, various gears and train wheels, a diesel powered air compressor, small engines, electrical generators , several 55-gallon oil drums, and one 5-gallon fuel can. A closet in the northeast corner of this structure, marked "Paint Room", was observed to contain numerous cans of paints, thinners and wood preservatives. Labels on many of these containers were badly deteriorated and ages of these products were therefore indiscernible. The floor of the paint room was observed to be largely covered with a dark substance; tar-like in appearance. Some localized areas of oil-like, floor staining were also observed throughout the stable building. Observed at the ground surface along the front of the stable building were numerous locomotive wheels, gears, an automobile axle, various scrap metal pieces, and some localized areas of soil staining.

Located east of the stable building is an L-shaped engine shop and further east is a car storage barn. The north-south trending portion of the engine shop houses the steam locomotives and a track repair vehicle. The remainder of the building is divided into a machine room, an office, and a parts room. A coal stove is used to heat the machine room and a small self-contained kerosene heater provides heat to the office. Heavy tooling machinery in the machine room includes two lathes, a planer, and two drill presses. Information provided by Mr. Bedor and Mr. Rolli indicates that this equipment is powered by a belt and pulley system attached to a penstock provided water wheel. Other items observed in the machine room include a 55-gallon drum of lubricating oil, electrical equipment, and various cogs, wheels, and scrap metal. A trench in the brick floor provides work access to the underside of the steam locomotives. The parts room, in the southwest corner of this structure, was observed to contain a variety of small mechanical parts, pipe fittings and couplings, one 55-gallon drum of "Oilzum" motor oil, and one 250-gallon capacity, above ground petroleum product storage tank. Oil-like staining was apparent in numerous areas of the engine shop's brick floor. Mr. Rolli indicated that the engineer shop and car barn structures date back to the turn of the century.

The ground surface along the front of the engine shop was observed to be littered with scrap metal and coal fragments. Stained, blackened patches of soil were observed in several places between the building and the adjacent railroad track. At the rear of the engine shop, in an area extending from the rear wall of the engine house and stable buildings to the edge of the woods above the Ammonoosuc River, approximately 50 to 100 discarded 55-gallon drums and various other scrap metal fragments were observed.

A large portion of these drums were observed to be empty. Rust on many of the drums obscured markings identifying the original contents of these drums. Intact labels observed include Cylinder Oil, Kendall Lube Oil, and Oilzum Lube Oil. The ground surface in this area was obscured by approximately one foot of snow at the time of GZA's site visit. A drainage ditch, flowing in a general north to south direction, toward the Ammonoosuc River, lies at the eastern end of this area of observed drums.

Mr. Rolli indicated that the above-mentioned area has been used as a dump for the base station and most of the discarded drums observed there originate at the grease house. Mr. Rolli reported that as the drums of cylinder oil are emptied at the grease house, the contents are burned to effect easier handling during removal to the aforementioned barrel dump.

The car barn, situated to the east of the engine shop, was observed to contain the Cog Railway passenger cars, a small coal stove, and a single toilet. No evidence of a possible disposal of hazardous material was observed within the passenger car barn. North of the car barn lies a small masonry building that reportedly once housed a diesel powered generator station. Items observed within this structure include numerous D.C. motors, gasoline engines, and a variety of mechanical junk. One empty 55-gallon drum was observed outside this structure, however no other evidence of a possible disposal of hazardous materials was observed in the vicinity of the abandoned diesel generator shed.

Also observed south of the engine house is a manual crank operated diesel pump which services a 1,000-gallon capacity underground diesel fuel tank and five 55-gallon drums situated on a wooden platform. One of these drums was observed to contain a viscous, yellow, grease-like substance. Information provided by Mr. Rolli indicates that three of these drums contained boiler water treatment chemicals used in water fed to the steam

loco motive boilers. Reportedly, one drum contains an oxidizer, one contains a concentrated caustic to neutralize acidic water, and another contains a rust inhibitor.

Franklin Brook, which lies upgradient of the base station, is utilized as a water supply for the base station. Mr. Rolli indicated that he believed that leachfields servicing the site structures are located within several different areas of the site. Mr. Rolli further reported that he did not know the locations of these leachfields.

Topographic relief within the base station area was noted to slope moderately downward toward the Ammonoosuc River to the north, as does the area immediately surrounding the site. In general, the base station is situated within mountainous terrain. Based on observed topography and review of topographic maps, the direction of regional overburden groundwater flow is believed to be in a general northwesterly direction toward the Ammonoosuc River. Subsurface explorations and groundwater monitoring well installations would be necessary to establish groundwater flow directions more definitively.

***COLLECTION OF SOIL AND SURFACE WATER SAMPLES***

On March 21, 1986, GZA personnel collected two surface water samples and one soil sample. One surface water sample each, was collected from the Ammonoosuc River and from the drainage ditch located north of the engine house. A soil sample was also collected from the heavily stained soil adjacent to the grease house.

Surface water and soil samples were submitted to Eastern Analytical, Inc. (EAI) of Concord, New Hampshire for gas chromatograph (GC) analysis of priority pollutant volatile organic compounds (VOC's). Results of the GC analyses indicate that VOC's were not detected in either of the surface water samples or the soil sample. Written EAI laboratory data are included as Appendix B.

***SUBSURFACE EXPLORATIONS***

At the request of the The Cog Railway Inc., subsurface explorations and subsequent chemical analyses of groundwater samples were not performed as part of the current environmental site assessment.

***SUMMARY AND CONCLUSIONS***

An environmental site assessment was conducted at the Cog Railway, Inc. property in the White Mountain National Forest, New Hampshire as described herein. The assessment included a review of site history, contact with State authorities, a site visit, and chemical analyses of two surface water samples and one soil sample. No subsurface explorations were conducted and no chemical analyses of groundwater samples were performed. On the basis of the information available at this time, it is GZA's opinion that potential hazardous waste disposal sources may exist on the subject property. Potential areas which may represent hazardous waste disposal sources include the following:

underground petroleum storage tanks discarded oil and grease barrels
area of heavy oil staining surrounding the "Greasehouse"

Based on analyses performed on surface water samples obtained downgradient of the discarded drum pile and the underground fuel storage tank situated west of the former stable building, these potential sources do not appear to be currently impacting the surface water at the site. However, the impact, if any, of the aforementioned potential contaminant source areas on the ground water regime cannot be evaluated in the absence of groundwater sampling and analysis. GZA suggests that your office consider the performance of subsurface explorations, monitoring well installations and groundwater chemical analyses to assess the impact, if any, on the groundwater regime due to the aforementioned potential contaminant source areas.

Information obtained from your office and that received from the DRED appear to conflict with respect to the existence of under ground petroleum storage tanks at the summit. GZA recommends that your office consider further assessing the existence of underground tanks on and adjacent to the Cog Railway, Inc. summit property.

It is also GZA's opinion that the available evidence does not indicate that there has been a disposal of hazardous material on the remaining site areas as defined by R.S.A. Chapters 147-A and 147-B.

***LIMITATIONS***

This report is subject to the limitations contained in Appendix A.

This study and report have been prepared on behalf of and for the exclusive use of The Cog Railway Inc. solely for use in an environmental evaluation of the site. This report and findings contained herein shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, in whole or in part, without prior written consent of GZA. However, GZA acknowledges and agrees that the report may be conveyed to the Lender and Title Insurer as associated with the proximate transaction of the site by the client.

We anticipate that the report presented herein will satisfy your current requirements. Should you have any questions or comments, please do not hesitate to contact the undersigned. We have appreciated the opportunity to work with you on this project.

Very truly yours,
GOLDBERG-ZOINO & ASSOCIATES , INC.
*Charles E. Teale*, P.E. Senior Project Manager
*Mathew A. DiPilato*, P.E. District Manager

## *APPENDIX A*
## *LIMITATIONS*

1. The observations described in this report were made under the conditions stated herein. The conclusions presented in the report were based solely upon the services described therein, and not on scientific tasks or procedures beyond the scope of described services or the time and budgetary constraints imposed by Client. The work described in this report was carried out in accordance with the attached Statement of Terms and Conditions.

2. In preparing this report, GZA has relied on certain information provided by state officials and other parties referenced therein, and on information contained in the files of state and/or local agencies available to GZA at the time of the site assessment. Although there may have been some degree of overlap in the information provided by these various sources, GZA did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of this site assessment.

3. Observations were made of the site and of structures on the site as indicated within the report. Where access to portions of the site or to structures on the site was unavailable or limited, GZA renders no opinion as to the presence of hazardous material, or to the presence of indirect evidence relating to hazardous material, in that portion of the site or structure. In addition, GZA renders no opinion as to the presence of hazardous material or to the presence of indirect evidence relating to hazardous material, where direct observation of the interior walls, floor, or ceiling of a structure on a site was obstructed by objects or coverings on or over these surfaces.

4. Where observations or other evidence indicated the presence of asbestos or polychlorinated biphenyls (PCB's) at the site or in the environment at the site, GZA has noted this within the report. However, unless otherwise specified in the report, GZA did not perform testing or analyses to determine the presence or concentration of these compounds.

5. The purpose of this report was to assess the physical characteristics of the subject site with respect to the presence in the environment of hazardous material, as defined in New Hampshire R.S.A. Chapters 147-A and 147-B. No specific attempt was made to check on the compliance of present or past owners or operators of the site with federal, state, or local laws and regulations, environmental or otherwise.

6. The conclusions and recommendations contained in this Report are based in part upon the data obtained from a limited number of surface soil samples and surface water samples obtained from widely spaced subsurface explorations. The nature and extent of variation between these sampling locations may not become evident until further sampling is performed. If variations or other latent conditions then appear evident, it will be necessary to reevaluate the conclusions and recommendations of this report.

7. Except as noted within the text of the Report, no quantitative laboratory testing was performed as part of the site assessment. Where such analyses have been conducted by an outside laboratory, GZA has relied upon the data provided, and has not conducted an independent evaluation of the reliability of these data.

8. The conclusions and recommendations contained in this report are based in part upon various types of chemical data and are contingent upon their validity. These data have been reviewed and interpretations made in the Report. As indicated within the Report, some of these data are preliminary "screening" level data, and should be confirmed with quantitative analyses if more specific information is necessary. Moreover, it should be noted that variations in the types and concentrations of contaminants and variations in their flow paths may occur due to seasonal water table fluctuations, past disposal practices, the passage of time, and other factors. Should additional chemical data become available in the future, these data should be reviewed by GZA, and the conclusions and recommendations presented herein modified accordingly.

9. Chemical analyses have been performed for specific parameters during the course of this site assessment, as described in the text. However, it should be noted that additional chemical constituents not searched for during the current study may be present in soil and/or groundwater at the site.

10. It is recommended that GZA be retained to provide further engineering services during construction and/or implementation of any remedial measures recommended in this report. This is to allow GZA to observe compliance with the concepts and recommendations contained herein, and to allow the development of design changes in the event that subsurface conditions differ from those anticipated.

## Jacob's Ladder Inspection
## May 22, 1986

***Bridge Design Bureau Administrator Andrew J. Lane memo to Walter W. King:*** As per your request, members of our bridge inspection staff inspected the Jacob's Ladder portion of the trestle (bents 664 to 689) on May 22, 1986. We found decay and deterioration in essentially all members of the Jacob's Ladder. The worst deterioration seems to be in the ends of the braces (battered columns outside of each bent). The braces are generally showing decay at the base, and around the fasteners. Many of these are poor enough that they are not considered to be effective, and one was missing.

The lateral bracing is also showing decay in places, and is not always securely fastened. The longitudinal bracing is very poor. Many are decayed and split at the ends, and some have fallen off or are missing completely. The sills have split and are decaying, particularly under the ends of the braces. The columns (posts) are generally fair, with some decay at the corners, bases and connections of most columns. The bent caps are generally good, although almost all of them have split ends and are starting to decay.



*NH Bridge Design Breuau personnel inspect Bent 680 - finding diagonal bracing cut out, right side as indicated by dotted line on photo (May 1986) - NH Transportation Dept files*

The stringers all seem sound, even though they are showing signs of deterioration. The ties, side plates, rails and center rack all are showing signs of wear and deterioration, and are in a condition similar to what was observed for the rest of the railroad.

While we were watching, the work train crossed the Jacob's Ladder portion of the trestle. The weight of the locomotive forced water from the ends of the ties, indicating advancing decay. The worst of the Battered Post braces (#673, left side) moved 1"± under the train. No other abnormal vibrations were observed. In the interest of public safety, we cannot recommend that the railway be opened for routine use before all of the bracing (lateral, longitudinal and batter post) be in place, sound and

properly fastened." -

signed: *Andrew J. Lane cc: W. Fletcher, R. Dowst* - May 23, 1986

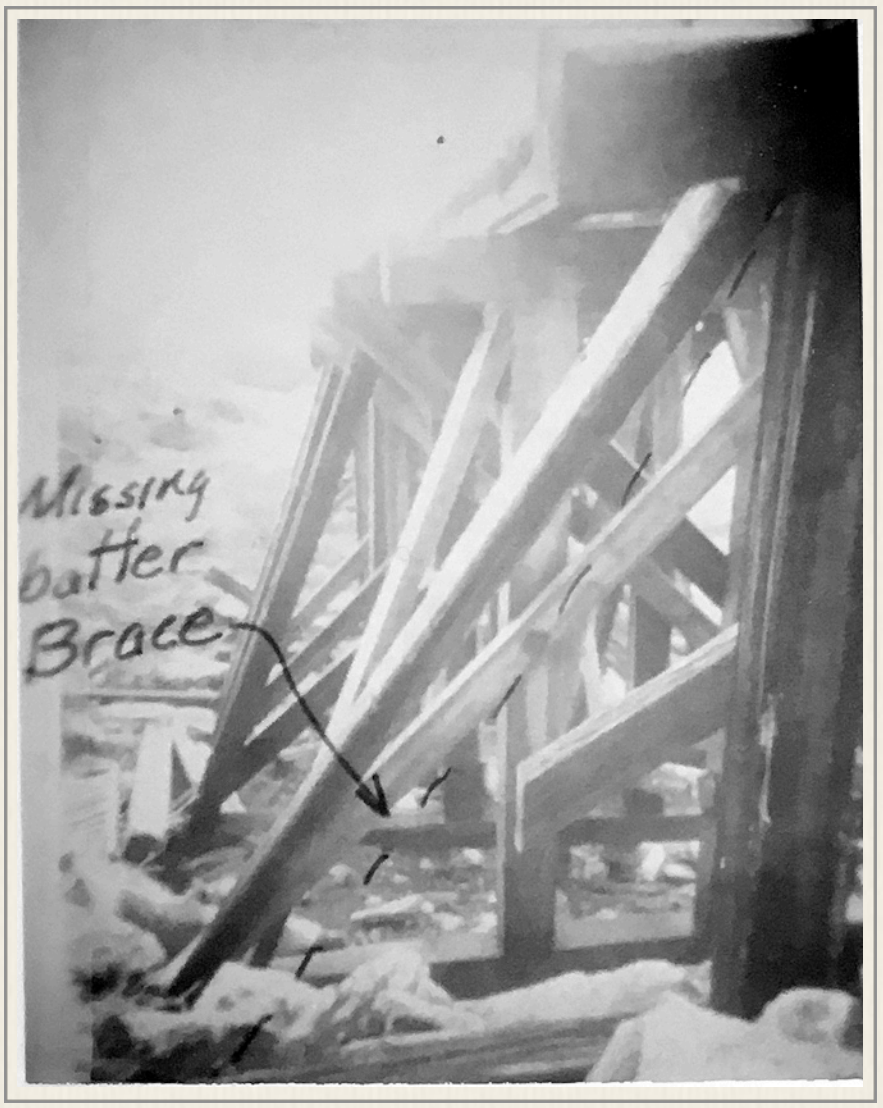
**Hodge Boiler Works Letter to**
**Mt. Washington Railway Company**
**Attn: Brad Williamson**
**RE: (3) Locomotive Boilers**
**June 30, 1986**

Gentlemen:

We have enclosed two copies Form P-2 Manufacturers' Data Reports for the three locomotive boilers, #418-1, National Board #2598; #418-2, National Board #2599; and #418-3, National Board #2601.

If you have any questions regarding these reports, please feel free to call us.

Very truly yours, *John R. Chevalier,* P.E. - QC & Engrg Mgr




*Bent 686 - Right hand batter brace missing indicated by dotted line (May 1986) - NH Transportation Dept. files*

**Wayne Presby Letter to Bert Welling - Ulin, Morton, Bradley & Welling**
**RE: Cog Railway Hydro & Powerline**
**August 5, 1986**

Dear Bert:

Enclosed you will find figures relative to our hydro production and summit electrical line project. These numbers are very accurate and should be of great interest to Varrar's group.

In addition to the foregoing I have come up with a workable plan which will increase our daily capacity to 1750 riders at a cost of under $100,000. As you know we have developed a new switch to replace the old ones currently in use on the hill. We have concluded that a set of passing tracks can be installed at Waumbek tank. The passing tracks will be approximately 1200 feet long. The switch at skyline will be removed and trains will only pass at Waumbek. Passengers will be left off at the summit and will be allowed to stay as long as they like. The advantages of this change are as follows:

- Round trip time will be cut to two hours
- 4 trains will haul as many passengers as 6 do now
- labor costs will decrease
- passengers will get to stay at the top longer
- new switches to replace old ones
- except on peak days there will be more locomotives than necessary allowing for more routine maintenance

In addition to these benefits I am sure there are others I have overlooked. I feel this is an important selling point. If you have any questions feel free to call.

Very truly yours, *Wayne Presby*

enc: proforma income statement electrical facility

**MOUNT WASHINGTON COG RAILWAY PROPOSED ELECTRICAL PRODUCTION AND RESALE PROJECT PROFORMA INCOME STATEMENT**

| | |
|---|---|
| PROJECT COST | $450,000 |
| SALES | |
| 100,000 KWH at .49-State of NH | $ 49,000.00 |
| 854,100 KWH at .15-WMTW TV & WHOM | $ 128,115.00 |
| 394,200 KWH at .15- additional usage anticipated by WMTW | $ 59,130.00 |
| 1,260,000 KWH at .067 to PSNH | $ 84,420.00 |
| TOTAL SALES | $ 330,665.00 |
| COST OF GOODS SOLD | |
| 1,348,300 KWH at .075 from PSNH | $ 101,123.00 |
| ADJUSTED GROSS | $ 229,542.00 |
| MAINTENANCE &: LABOR | $ 20,000.00 |
| NET BEFORE DEBT AND DEPRECIATION | $ 209,542.00 |

**THE COG RAILWAY, INC.**
**CAPITAL BUDGETS**

| | 1987 | 1988 |
|---|---|---|
| KITCHEN IMPROVEMENTS | $ 20,000 | $ - 0 - |
| TRACK REPLACEMENT-Wood | $ 35,000 | $ 35,000 |
| -Labor | $ 30,000 | $ 30,000 |
| ENGINE RESTORATION-Material | $100,000 | $ - 0 - |
| -Labor | $ 40,000 | $ - 0 - |
| SWITCH BUILDINGS | $ 5,000 | $ - 0 - |
| GROUNDS | $ 10,000 | $ 10,000 |
| WELL | $ 5,000 | $ - 0 - |
| POWER LINE | $ 15,000 | $ - 0 - |
| BUILDINGS | $ 10,000 | $ 10,000 |
| | $ 270,000 | $ 85,000 |

**Preliminary Hydroelectric Site Evaluation**
**Mount Washington Cog Railway**
**by Brookfield Power Co.**
**August 25, 1986**

Dear Mr. Williamson - General Manager

The following report on the hydroelectric potential of the Cog Railway complex is the result of our several phone conversations and my site visit with you in July 1986. I would like to thank you for your assistance in outlining your existing hydro equipment and providing me with data which was used to compile this evaluation.

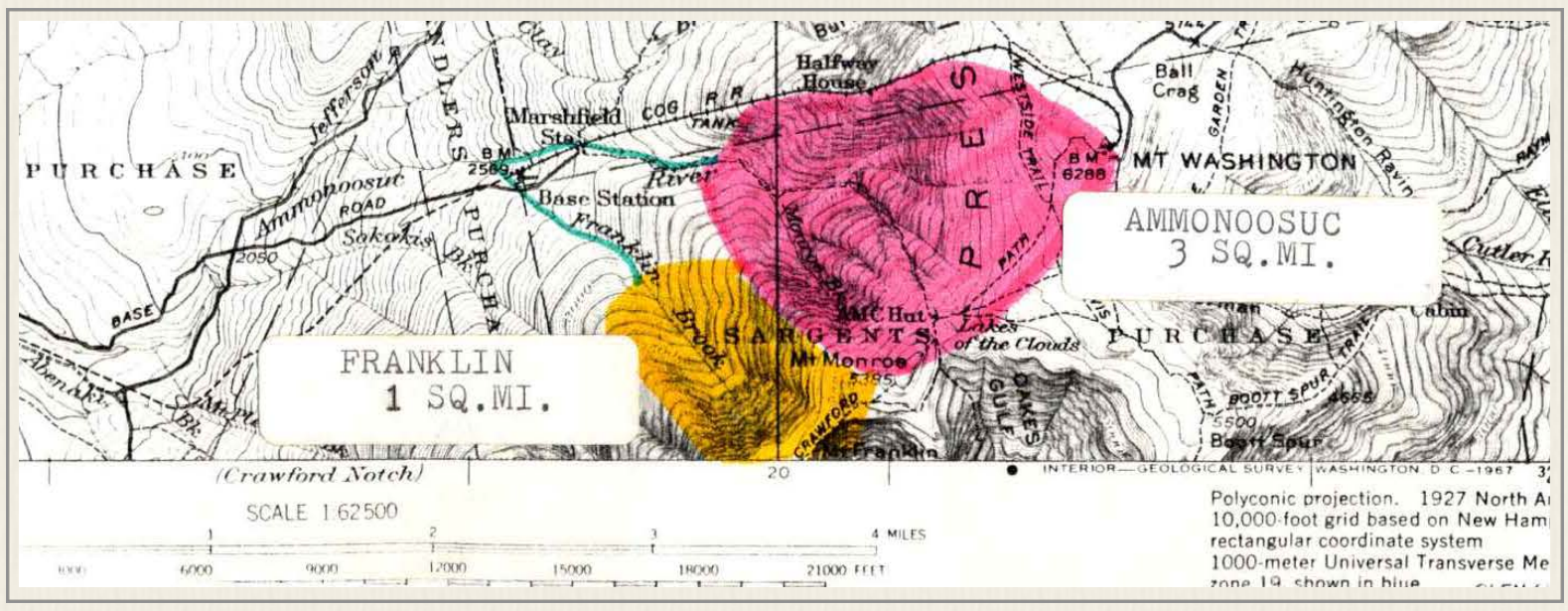
The following suggestions and proposals hopefully will assist you in making plans for your present and future power requirements.

As you are well aware. the existing power network at the Cog Railway is at best a rather disjointed system encompassing both alternating current using diesel generators and direct current generators with two antiquated and inefficiently controlled Pelton water turbines with rectification as required to obtain AC power. Since there is little historical data available as to exact power outputs of the existing water turbines, I have tried to make reasonable assumptions as to their outputs as they relate to your overall power requirements. They were obviously installed at a time in the history of the Cog Railway when their outputs were more consistent with total consumption and were sized to meet that load rather than fully exploit the potential water power resource of the site. As your demand has outstripped their generating capacity, indicated by your present mix of power sources, and your indication of possible utility interconnection feasibility; it seems very reasonable to consider updating and expanding your hydro generating facility to more closely match your needs as well as potentially sell excess power commercially to the area utility grid should a power line be constructed.

Your present hydro system is composed of a Pelton wheel connected to a DC generator in the machine shop using water from Franklin Brook through twin 5" steel penstocks and a similar Pelton wheel belted to a DC generator behind the coaling area fed by the Ammonoosuc River through twin 5" steel penstocks. Exact operating heads and power outputs are unknown at this time and would require studies beyond the scope of this preliminary survey. The observed condition of the Ammonoosuc penstock pipes is marginal as the pipes have numerous leaks and patches and appear to be near the end of their service life. As the conditions of the Franklin Brook penstocks are probably in similar deteriorated condition, replacement of all penstocks would be required by any updated system. Observation of the Amonoosuc intake and dam indicate that several design changes should be made to eliminate the choking of the intake with gravel and debris. A self-cleaning overrunning bar rack intake with settling trough would eliminate choking to a substantial degree.

To suggest a course of action, several assumptions will have to be made, the foremost being that to accomplish maximization of the resource the entire hydro operation should be consolidated in one location, that being behind the machine shop to take fullest advantage of the maximum drop (hydraulic head). The new system should consist of two Pelton or Cross-Flow turbines, one for each drainage area, coupled to induction generators which provided with capacitive excitation would give you reliable 60 cycle alternating current. These generators when integrated with an Electronic Load Governor (ELG) system would provide you with a complete modern stand alone (grid isolated) system which would also be compatible with a future tie in with utility power should you wish to do so. These units could also be paralleled with your diesel generators should demand exceed hydro capacity, for example in a dry year. An ELG governing system is a contemporary electronic replacement for mechanical speed governors and enables the hydro generators to run at a constant efficient output with constant voltage and frequency, while changes in load are accommodated with electronic switching to a resistor bank or other alternate dissipation source. This system is ideal for an isolated facility and eliminates considerable mechanical complexity in the turbine regulation.

I have assumed for this study that the existing dual 5" penstocks will be replaced in kind with new steel or PVC plastic pipes on both the Ammonoosuc and Franklin drainage *(below)*. Also assumed is that the existing



intakes are near or could be extended slightly to the USGS 3000 foot contour levels. This would give close to 500 feet of gross head when the powerhouse is relocated to the 2500 foot level behind the machine shop area. At the 3000 foot level the Ammonoosuc River would have a drainage area of 3 square miles and the Franklin Brook would have a drainage area of about 1 square mile for a total of 4 square miles. *(see above)* Using a conservative estimate of runoff capacity for this type of drainage area, I would estimate a combined annual mean flow of 6 cubic feet per second (c.f.s.). On this basis a preliminary Flow Duration Curve has been approximated (see Figure 1). Creation of a more precise Flow Duration Curve would require construction of flow monitoring weirs on both streams in order to gather accurate flow data. Normal industry practice is to base power projections and generating capacities on the annual mean flow, however your installation is somewhat unique in that your power requirements are seasonal and that operation in Winter is neither required nor desirable in light of operating difficulties. Therefore, I would suggest downsizing the plant to reflect your seasonal needs and also to better match the hydraulic capacity of your present sized penstocks. To design the plant for the mean flow capacity would necessitate much larger penstocks which would be prohibitive politically and economically. Your present size penstocks (2-5") give a cross-sectional area of 40 square inches (.277 square feet) which at 2 c.f.s. would give a penstock velocity of 7.2 feet/second which is a comfortable velocity for such a long penstock and with proper water hammer protection would prevent any penstock damage. Therefore, I would suggest using 1.5 c.f.s. for the Franklin drainage and 2.5 c.f.s. for the Ammonoosuc drainage as a nominal estimate of available water, giving a total of 4 c.f.s. available for the project. This flow with a gross head of 500 feet and an overall system efficiency "Water-to-Wire" of 70% would give a total (2 turbines) installed capacity of approximately 118 KW. From the flow duration curve you would be able to theoretically operate at this maximum output about 40% of the time, and some reduced output the remainder of the year. From your current diesel generation requirements you should be able to generalize if this would represent a significant impact on your requirements. It appears to me that it would.

If at some date, interconnection with the utility grid becomes feasible, the economies of an updated hydro facility becomes increasingly favorable. Since the reality of operating a hydro station in such a remote location in the Winter is probably not cost effective, I would recommend that the Cog Railway use the entire output of such a plant during the summer season (July, August, September) supplemented with diesel power if required and to sell electricity to the utility grid during the months of April, May, June, October and November and shutting down during the severe winter months. As these five months coincide with the historically most productive runoff months, if one assumes full power commercial production at 118 KW for 150 days, this represents saleable production of approximately 425,000 KWH (kilowatt hours) and revenue of $33,000 assuming current rates of 7.8¢/KWH.

I hope that this preliminary appraisal of your hydroelectric potential will enable you to decide if this is a course of action that you should pursue. If you decide that further investigation is warranted, please feel free to contact me and I can proceed to solicit specific equipment proposals, cost estimates, and arrange for more detailed analysis for your particular situation.

## Proposal for Further Study

The Mount Washington cog railroad, provides a scenic ride from the base to the top of Mount Washington, New Hampshire. Marshfield Station, at the base, is the origin of the trip. It is a self sufficient operation that is 6 miles away from the nearest public utility. The operators currently produce their own power through small hydraulic units and diesel generators.

The topography is steep and mountainous with the hills sides rising at a rate of between ten and twenty feet per hundred feet. Marshfield Station is served by two perennial streams: the Ammonoosuc River and Franklin Brook. The Ammonoosuc drains the west face of Mount Washington. Franklin Brook originates on the west face of Mount Monroe, which is about 1 mile south west of Mount Washington.

The existing power supply grossly underutilizes the available, hydroelectric energy potential. Currently, cast-iron pipes originate at a dam on each stream. The unprotected pipes are laid on top of the ground and on makeshift bents. In some cases trees have fallen onto the pipelines, and the overturned roots of other fallen trees have moved the pipes. There is no apparent cathodic protection for the iron pipes, and, in some cases, pipes are corroded through. The pipes from each stream drive a small Pelton wheel. The pipes from the Ammonoosuc River supply water to a Pelton wheel at a generator house behind the restaurant. The pipes from

Franklin Brook supply water to a Pelton wheel in the rear of the engine repair shop. Each Pelton wheel drives a generator. In addition, there is a diesel generator at or near the location of each hydraulic turbine. It appears that the diesel generators provide the bulk of the power for Marshfield Station.

The pipelines originate at a dam on each stream. A wooden dam on the Ammonoosuc River forms a small pool, where an intake feeds two five-inch diameter iron pipes. These two pipes run side-by-side for about 1600 linear feet to the generator house. Fallen and uprooted trees touch the pipes at several places, and there are at least three places where there is water spurting out of a pipe under high pressure.

On Franklin Brook, a concrete dam about six feet high forms of pool for the pipe intake. A six-inch iron pipe originates at the intake and travels about 1000 feet down the mountain side. There it bifurcates into two five-inch diameter pipes. It is approximately another 1500 linear feet to the Pelton wheel in the engine repair shop.

***Purpose:***

The purpose of this study is to investigate the development of the full hydroelectric potential of the site. To do this, several factors were considered. The first item is the size of the turbine. A larger turbine could produce more electricity. Another consideration is the size and type of pipe. A larger pipe with a smoother finish could help provide more power.

***Project Development:***

The project has been developed in a logical succession of technical investigations. A topographic survey at the site presented the potential energy of the site. The size and type of pipe were investigated to provide the best available conveyance for the water. The hydrology of the site provides a basis for the amount of dependable water supply for the project. This report brings these aspects together to provide an understanding of the potential for hydroelectric development.

***Typography:***

A preliminary survey of the site indicates that there are 340 vertical feet of drop between the wooden dam on the Ammonoosuc River, and the lower end of the project behind the engine repair shop. The concrete dam on Franklin Brook is about forty feet lower in elevation than the Ammonoosuc dam. The streams descend at a rate of 10.6 feet for every 100 linear feet foot of stream. For the purpose of this investigation, a length of 100 feet was assumed for each ten feet of elevation differential.

***Hydrology:***

The Ammonoosuc River has been monitored at two places by the United States geologic survey. There is a stream gauge at Bethlehem Junction, New Hampshire, where the drainage area is 87.6 square miles. There is also a discontinued gauge at Bath, New Hampshire, which has a drainage area of 395 square miles. The USGS has developed flow-duration curves for each of these gauges. The dam site on the Ammonoosuc River above Marshfield Station has a drainage area of 1.8 square miles and the Franklin Brook site has a 0.75 square mile drainage area

Flow duration curves for the two dam sites were developed by analyzing the relationship between drainage area and flow at the two USGS gauges. These flow-duration curves parentheses are represent the total amount of water available at the dam sites. For the purpose of this study, it was assumed that the minimum quantity of water would constantly be released downstream to address the needs of the aquatic environment. On the Ammonoosuc River, the minimum release was assumed to be 1.0 cubic foot per second. On Franklin Brook, a minimum release of 0.5 cfs was assumed.

***Hydraulics:***

The size and type of the pipe are major factors in determining the amount of power available. The larger the size, the greater is the capacity of the pipe; the smoother the lining of the pipe, the easier it is for water to flow through it. On the Ammonoosuc River, the pipe size is limited to an eight-inch pipe by the US Forest Service. For this investigation, plastic pipe was studied because the of the smoothness of its interior.

The analysis indicates that for each configuration of pipe, size and length of pipe, an optimum situation exists. As the flow volume in a pipe increases, the resistance to flow also increases in value. Similarly, as the resis-

tance increases in value, the pressure decreases. Since power is the product of flow volume multiplied by the pressure, an optimum point can be calibrated. Up to the optimum flow, the net power available increases. Beyond that point, even though the flow volume increases, the pressure is too low to provide more power.

In the cases studied, the flows are measured in cubic feet per second and pressure is measured in feet of water (one foot of water is 62.4 pounds per cubic foot or 0.433 psi). On the Ammonoosuc River, a gross head of 340 feet is available from the wooden dam to the lower point of the site (behind the steam engine repair shop). A length of pipe of 3400 feet was assumed for use in these calculations. That distance is based upon the measured slope and judgment of hydraulic factors that affect pipe friction. For this configuration, the optimum flow for an eight-inch pipe is 3.6 cfs. At the point the head look losses are 119 feet and 90.3 horsepower is available for driving a turbine. A ten-inch pipe would have head losses of 64 feet at 4.6 cfs and 144 horsepower available for driving a turbine. This would indicate is about 60% more power could be derived if a ten-inch pipe was permitted.

On Franklin Brook, a gross head of 300 feet is available from the concrete dam to the lower point of the site (behind the steam engine repair shop). A length of 3000 feet was assumed to account for the average slope of the site and other hydraulic losses. For an eight-inch pipe, the optimum flow is 3.7 cfs. At that point there is 125.5 feet of head loss, and 79.6 horsepower is available to drive a turbine. A six-inch pipe would produce about 45% less power. The optimum flow in a six-inch pipe would be 1.6 cfs, head losses would be 96 feet and 37.0 horsepower would be available, respectively.

***Producing Power:***

The climate near Mount Washington is not conducive to year-round power production. The major climatic problem is ice and freezing problems associated with the harsh winters. For this analysis, it was assumed that there would be no operation during the winter. In addition, some time would be required to perform shutdown, start up and normal maintenance. Consequently, an operation time of 6000 hours (68% of the year) was used to determine the amount of power that could be produced.

The hydraulic and electrical generating equipment are not perfect machines. Typically, hydraulic turbines are 80% efficient. Also, alternating generators have an efficiency of 80%. In addition, a gear drive or a belt drive will have an efficiency of 94 to 97% to transmit power from the turbine to the generator. Consequently, the net efficiency of a power installation is a product of these three efficiencies. Total efficiency is turbine efficiency times drive efficiency times generator efficiency.

The total power available at a site is determined by using the flow available from the flow duration curve, and then calculating the horsepower available to drive a turbine. The horsepower is converted to kilowatts which (after being modified by the efficiencies) can be converted to kilowatt hours per year. At the Ammonoosuc site, the flow... varies from 2.45 to 3.6 cfs. Similarly, the available horsepower varies from 78 to 94 for these same flows. The average power available would be 65 kilowatt which would we be reduced to 39.2 kilowatts by lost efficiency. This translates to a generating capacity of 234,644 kilowatt-hours per year at the Ammonoosuc site.

A similar analysis shows the Franklin Brookside has a generating capacity of 175,266 kilowatt-hours per year. The flow derive from the flow-duration curve varies from 1.45 to 3.7 cfs. The available horsepower varies from 46 to 80 for these flows. The average capacity of this site would be 49 kilowatts, and this figure would be reduced to 29.2 kilowatt by efficiency losses.

Thus, the two sites combined have a capacity of about 68 kilowatts, and about 410,000 kilowatt-hours could be expected during an eight-month generation season.

Several factors could mitigate these results. Because of the sparsity of information, there is some doubt as to the reliability of the database. The flow duration curves were derived from gauging stations with much larger drainage areas.

There is a good chance for error in the development of the curves used. A program of streamflow measurements and monitoring could help stabilize that database. In addition, many assumptions had to be made to complete the report in a timely manner. Even those sound engineering judgment was used to choose parame-

ters for this study, the author chose to pick conservative values for those parameters. Consequently, there is a distinct possibility that more power could be available. For example, the efficiencies of the turbine, drive and generator were conservative. A cross-flow turbine could be eight percent more efficient, and an impulse could be eighteen percent more efficient. These two items alone could indicate increases from 410,000 KWH/year to 443,000 KWH/year for cross-flow turbines and 484,000 KWH/year for impulse wheels.

***Different Options:***

There are several different turbines that are applicable to the potential at the Cog Railroad. Pelton (impulse) wheels, cross-flow turbines, and Francis turbines are the types of turbines normally used with the combination of high heads and low flows. A Francis turbine is essentially a centrifugal pump that runs backwards. It is extremely sensitive to factors such as tailwater and the shape of the draft tube (downstream of the water wheel). Construction tolerances are rigid, and consequently the installation is usually expensive. In addition, Francis turbines are subject to cavitation, a phenomenon where the metal is eroded by extreme pressure differentials. The cross-flow turbine is simpler, but it requires a modified draft tube, and (depending upon the model chosen) it can require intricate valving and mildly rigid construction tolerances. The Pelton wheel is usually the least expensive to install and can be constructed with a minimum of site work. A fourth turbine option is used equipment. This may be an inexpensive approach, but it may produce far less power. Every turbine is built for an exact combination of net head and flow conditions. Therefore, a used turbine may not be able to produce its rated power if one or the other is inconsistent with its design parameters.

If the power installation is it converted to alternating current, a governor may be required. AC power must be carefully regulated unless it is fed into a large electric grid system. Mechanical governors are relatively expensive items. Electronic governors are much less expensive, but they may not be available for this type of small installation.

***Economic Implications:***

It is likely that the most advantageous disposition of power produced is to sell it to a public utility. This most obvious reason for this is that the public utility will accept the power at a state regulated price, twenty-four hours a day. The round the clock use of the hydraulic turbines will maximize the economic feasibility of the project. Another reason for feeding the power into a grid is that electrical power is highly regulated by the state. The owner operator most likely will not be able to sell excess power to a neighbor without approval from several state agencies.

Other economic concerns center around the project financing. The interest rate will determine the cost of money. Money must be available at the beginning of the project to fund engineering and design activities. The equipment must be purchased normally before manufacture, and construction cost must be paid. Those construction costs will include a generator house, pipelines, transmission, lines, and associated equipment.

***Conclusions:***

There is sufficient potential to significantly increase the hydropower produced at Marshfield Station, New Hampshire. The high head and low flows are most conducive to the use of either an impulse wheel or a cross-flow turbine installation. The existing hydroelectric equipment is not capable of utilizing the full potential of the site. Consequently, new pipe lines will be installed to provide the necessary water supply for the turbines. Two new eight-inch plastic pipes will supply water for power generation to two turbines at a site behind the steam engine repair shop. The site has the capacity to produce 410,000 kilowatt-hours per year, based upon an eight month generation.

***Recommendations:***

1) Hydrologic Data Collection. It is recommended that the streams be studied in detail. Gauges should be installed on each stream, flow measurements should be made at regular intervals for several weeks and the data collected should be compared to the drive data used in this report.

2) Topographic Surveys. It is recommended that a complete topographic survey be made of the Marshfield Station site. This survey data should provide the location of all structures and the contours of the land so that the designer can accurately plan the location and siting of the power station and appurtenances.

The alignment, location, and elevations of the existing pipelines and dams will be invaluable in providing an accurate assessment of the site.

3) Further Studies. It is recommended that full consideration be given to increasing the size of the pipe along the Ammonoosuc River to a ten-inch pipe. This could increase the ability of the site to produce power by 35 percent. It is further recommended that an exhaustive study be implemented as to the availability and type of hydraulic turbine for this site. Some turbines could take a year or more to be built or installed and installed.

**Paul Dunn Note to Wayne Presby**
**November 21, 1986**

From the Desk of P.C. Dunn:
Waine[sp] Presby,

Here are copies of several pages from my little note book on the Mt. Washington Railway Facts and figures. I think you will find some of them very interesting. Please call on me if I can be of any help. I have a real interest in the health and future of the little railway where I got my start of over 50 years of railroading.

sig: *Paul Dunn*

**Joel Bedor to Iva Carroll - Casco Northern Bank**
**RE: Cog Railway Inc. Year End Report**
**November 24, 1986**

Dear Iva:
This has been both a trying and a rewarding year at the Cog. I.t has been trying in that we have had the worst weather in over 40 years. For example, one day in September snow caused the cancellation of a 150 person lumbernian's tour and the closing of the railroad for the day.

Despite the bad weather our ridership has exceeded both 1984 and 1985.

Most of the projects we had planned for 1986 have been successfully completed, hence the increase in ridership over the last 2 years. However, some of these projects have exceeded our original cost estimates. Other problems have occurred that we had not anticipated.

Some of the major problems encountered during the summer are as follows:

1. Although previous inspections by our staff and the Public Utilities Commission had not indicated any major trestle problems, on the afternoon prior to our opening in May, the Department of Transportation issued an order requiring us to undertake the replacement of a substantial part of our second largest trestle. The materials were acquired and the work was accomplished so that we were able to resume full operation to the summit by mid June. In addition, we were required to hire an independent engineering firm to assess the safety of the trestles. We continue to work with the firm in developing a schedule for trestle replacement over the next few years.

2. The boilers which were scheduled for delivery starting in May were not completed by the manufacturer until June and early July. This caused us to have to hire outside contractors to complete the refurbishing of the locomotives, since our own shop crews could not complete the work while maintaining the other equipment during the operating season. The result was a substantial overrun on the total cost of the boilers, and a delay in establishing sufficient capacity to carry all potential passengers.

3. Improper closing of the buildings in October, 1985 caused significant damage to plumbing systems and resulted in significant other damage to the buildings. The cost of replacing these systems was unanticipated.

4. Public relations efforts have resulted in the "Cog" regaining the respect which it enjoyed in earlier years. The effort was capped in August when Governor Sununu joined us at the base for the dedication of our newly refurbished locomotives. In addition we have received positive publicity from features in magazines, newspapers, radio, and on national television.

5. Our experienced staff of engineers and our shop foreman have all returned to our employ. We have found them to be dedicated and competent employees.

6. Wayne has negotiated the completion of a Public Service power line to the base at a cost to us of under $40,000. In addition substantial progress has been made in determining the feasibility of a new "hydro" plant at the base to sell electricity back to Public Service. More importantly, negotiations are being held relative to providing power to the summit. We believe these efforts will result in the establishment of an additional significant revenue source for the railway.

7. In August we determined that our General Manager did not have the ability to carry out the program which we had established. Wayne (and to a lesser degree, I) spent the balance of the season as acting general managers. This gave us greater insight into the daily operational problems to be solved during the upcoming season. We are presently negotiating with a gentleman to be the new general manager at the Cog. He has over 20 years experience at the Cog as well as an equal number of years experience in industrial management. We think he will be hired and will add significantly to the efficient operation of the railway.

8. We found that our previous partners had misrepresented the the status of the boilers to us. Therefore, we must replace another boiler before the 1987 season. In addition, we have determined that the 8th locomotive is a priority item for increasing the capacity, therefore, we will replace the boiler on that engine and complete its restoration before the 1987 operating season. A winter shop has been established to complete these projects.

9. We have changed our Ad agency so that we can input in the task of building our ridership. We have personally attended group tour shows and are developing plans to increase this segment of the business.

10. From a financial standpoint, we have done several things to improve the company's situation, despite the vast capital expenditures which we did not anticipate:

    1. We raised additional capital in the form of preferred stock.
    2. Wayne and I exchanged our debentures for common stock, to reduce debt service.
    3. We took minimal salaries during 1986.
    4. We spent countless hours during 1986 in all phases of the operation, including
        1. operating the trains
        2. restoring the engines
        3. maintaining the property
        4. public relations
        5. planning
        6. special projects
        7. supervision

This effort has resulted in a Company that has a stronger equity base than at the end of the prior year, with a debt/equity ratio of 2.4 to 1 versus 3 to 1 at December 31, 1985.

We have additional work to be completed to achieve our goals of 100,000 riders annually by 1990. In fact, a goal of 75,000 to 80,000 passengers is probably more realistic on a consistent basis. However, to reach this goal substantial capital improvements need to be undertaken during 1987 and 1988. We believe the 1988 improvements can be easily financed from operations however, the 1987 improvements must be financed through additional debt. We hope the bank can handle this need.

Yours very truly, *Joel J. Bedor* - President

**Dick Bouley Letter to Joel Bedor & Wayne Presby**
**RE: Cog Railway Lobbying Contract**
**December 31, 1986**

Dear Joel and Wayne:

Bouley Associates, Inc. agrees to continue to represent the interests of the Mt. Washington Cog Railway with state officials, legislators, agency heads, media representatives, and others that you so direct. We further.agree to perform the following duties:

1. Represent your firm in Concord concerning any operation problems that might arise especially with the Department of Transportation or any other state agency.

2. Promote your business with Tourism people and State Government. (ie. State Office of Vacation Travel and White Mountain Recreation Association, etc )

3. Set up meetings with political leaders that would enable them to develop a better understanding of the nature of your business.

4. Act as a consultant/representative of your firm in any way that you feel might be helpful.

This contract will begin upon signing of the contract and extend through January 31, 1988.

For these services, a fee of $5,000.00 would be required. Payment schedule will be as follows: equal payments of $1,250.00 on July 15, August 15, September 15, and October 15.

I enjoyed working with your firm during our past agreement which ends on February 1, 1987, and look forward to a continued successful agreement. If the above conditions are acceptable, please sign in the designated area.

## ≺1987≻

**Wayne Presby Letter to Dick Bouley**
**RE: Plowing Base Road & Summit Powerline**
**January 2, 198**

Dear Dick:

Pursuant to our conversation of last week I have enclosed the letter addressed to Bill Fletcher regarding the plowing of the Cog Base Road next spring. I trust you will handle the matter from here. If I can be of further assistance please contact me.

In addition to the foregoing, I have also enclosed another agreement which I would like you to present to the people at DRED. I spoke several months ago with Bill Carpenter regarding the proposed construction of a line up to the Summit. He seemed quite interested at the time and intimated to me that he would have no hesitation in signing an agreement of this nature if it would aid us in the venture. I may have been knocking at the wrong door when I spoke to Carpenter but I'm sure you will know who should be seen. Again if you have any questions regarding this matter please call me.

Very truly yours, *Wayne W. Presby II*

P. S. - Dick pursuant to our phone conversation of today, I am also enclosing a letter I would like you to deliver to the PUC attn: Wynn Arnold. Also I am enclosing a copy of the letter referring to the Cog Sign. Wayne

**College Recruiting Materials**
**RE: Employment Cog Railway**
**January 12, 1987**

Office of Career Planning and Placement
University of Maine at Orono

Dear Ms. Dumas:

Enclosed is the completed information you requested regarding summer jobs at The Cog Railway in New Hampshire. We would like to interview on campus, could you let me know what dates are available.

Very truly yours, Wayne W. Presby, II

SUMMER JOBS AT THE MOUNT WASHINGTON COG RAILWAY

The Mount Washington Cog Railway is a tourist railroad which goes up the side of Mount Washington, the highest peak in the Northeast (6293 ft.). It was built in the 1860's. It is the oldest mountain climbing train in the world and is the only one still powered completely by coal fired boilers which produce steam. There are 8 locomotives and 8 passenger coaches which service the mountain. Each engine pushes only one coach.

Every year the railway employs as may as 60 college students in its operations. We have jobs in the following areas: train personnel (brakeman, fireman, engineers, bunker service), track maintenance, shop repairs, gift shop, food service, marketing, accounting, office, tickets, gate, museum, grounds work. Depending on the job, your qualifications and experience, wages range from minimum wage to $9.00+ per hour with time and a half after 40 hours.

We have several services which attract college students. We have housing facilities for those who desire them and we have a meal plan if you like. In addition to the foregoing our employees enjoy the use of the facilities at the Mount Washington Hotel (pool, tennis, golf, etc.) during off hours.

The surroundings are beautiful. The Railway Base Station is located on the western slope of Mount Washington. There are two major hiking trails which begin at this point. There are two brooks on the property with great fishing and you are just minutes from beautiful Crawford Notch. If you came to school in New Hampshire because you thought the scenery was beautiful, and now you really don't want to go home for the summer, don't pass up this opportunity. It will be an experience of a lifetime.

## Documents - 1987

Please send completed employment applications to The Cog Railway, Inc., Attn: Wayne W. Presby, POB 95, Littleton, NH, 03561, before May 1, 1987. You will be contacted for an interview after your application has been received and reviewed. If you wish to contact us by phone you may do so by calling 1-603-444-6622.

We look forward to working with you.

**Job Title**: Track Worker
# of Positions Available: 5
Hourly Rate of Pay: $4 - $6
Schedules Vary, usually 5 days/wk
longest day 12 hrs.

**Job Title**: Fireman
# of Positions Available: 10
Hourly Rate of Pay: $4 - $6
Schedules Vary, usually 5 days/wk
longest day 12 hrs.

**Job Title**: Bunker Service
# of Positions Available: 4
Hourly Rate of Pay: $4 - $6

**Job Title:** Brakeman
# of Positions Available: 10
Hourly Rate of Pay: $4 - $6
Schedules Vary, usually 5 days/wk
longest day 12 hrs.

**Job Title:** Kitchen Personnel
# of Positions Available: 16
Hourly Rate of Pay: $4 - $6
Schedules Vary, usually 5 days/wk
longest day 12 hrs.

**Job Title:** Switchman
# of Positions Available: 4
Hourly Rate of Pay: $4 - $6

Specific Skills required an/or desired for all positions: Some mechanical ability, common sense, average intelligence, good health, 18 yrs. of age or older, strong sense of responsibility

**Bobby Trask Letter to 1987 Coggers**
**Re: This Summer?**
**January 1987**

Dear

I hope everything has been going well for you this winter. It has been quite cold here in Lisbon and we have quite a lot of snow.

I know it is only January, but I am writing to you about employment for the 1987 season at the Cog Railway. I would like to know by mid-March if you would like to work again this summer. Last summer, as you know, the owners started to get the railway back in order, but they are aware it will take a couple more years to get things back in proper running order.

As of right now, the major programs underway for the 1987 season include:

1. Having ski trains in April and May on weekends and one college vacation week.
2. Running a commercial power line to the Base Station
3. Having Seven full time train crews.
4. Getting a regular day off (and possibly some half days) each week for train crew personnel.
5. Rotation of trains every day (so no one is first out two days in a row) and trains are regularly serviced.
6. Major track work (stringers, center, rack and spools in the spring-side pieces and bents rest of summer).
7. Having set crews and trains.
8. Employment of many new college students.

I wish you would write and tell me about what you feel are problems with the operation as it exists plus your ideas on how to correct these problems. If we get enough replies regarding the same problems and some work-

able solutions we will try to get some of these things squared away before the season starts. I think most of the confusion comes from a lack of communication. If we can get all the problems addressed before the season starts, I think the operation will run more efficiently and there will be fewer surprises. Except for the little ones we all expect.

I know we have said this every year in the past, but as of now, the owners are giving the O.K., so right now we can plan and settle everything before the season starts.

Also could you please reply on the following, as soon as possible:

1. Housing (engineer's get first choice), include who you would like for a roommate (three choices please) only the cabins at the lower end or the boarding house.

2. Engine you would like to run (engineer)? Coach you would like to brake (brakeman)? Engine you would like to fire (fireman)?

3. Who would you like to work with?

4. Meeting date before cog opens?

5. What do you think the train master can do to make the day go by easier?

As of right now the winter shop people are doing these things;

1. Re-doing tenders #3, #4, #10

2. Re-doing engines #4, #6

3. Re-doing one coach #4

4. Putting new piece of frame in #4

5. Also re-doing rings for valves and pistons on most of engines.

6. Going to install bells and lights on all engines.

We should have all of these things done before the season starts up in June, these things will make the Cog a safer and more pleasant place to work.

Would you also put this in the back of your mind. Joel and Wayne have done a lot for the employees and the railway so far in just the one year they have controlled it. I think it is time for us to try a little harder next summer for them, because the more the Cog does the more we can make and get, this would mean a better working environment for all of us.

So have a nice winter and hope to hear from you soon. *Bobby*

**Wayne Presby Letter to John Hodge Jr**
**Re: New Boilers**
**January 15,1987**

Dear John:

Enclosed herewith you will find a set of drawings which have been revised by my Master Mechanic. All of the changes are of minor consequence. Primarily they represent added pads to weld on. If you have any questions regarding these prints I suggest you speak with Mike Kenly, our Master Mechanic. He can be reached by telephone Monday through Thursday at 603-838-6378.

I have also enclosed a design for the production of the steel components of new stacks for our engines. I would like a quote on the delivery and fabrication of four (4) smoke stacks in accordance with the enclosed print. I would like a price on a complete unit as shown and on the sub assemblies #1 - #6 tack welded but not assembled.

Finally I have some concern regarding our recent boiler order. On December 12, 1986, I gave the order for two new boilers to a gentlemen in your office. He said that he would order the materials immediately. I spoke to you personally again in late December regarding the order and you said the materials hadn't been ordered but would be immediately so you could start production. Finally I spoke to your father last week and he said that nothing was being done because you hadn't received the check. I admit that our original order required 1/3 down prior to starting. But had I known a delay of three to four weeks would result while you waited for this check it would have been sent immediately. The thrust of all this is that now instead of receiving the completed boilers by March 21 or there about. These boilers probably will not be completed by the end of April. I wanted to have the work on these engines done by then. Please call me and give me a date when I can rely on these boilers being completed given the current time table. I have called and left messages requesting to speak to you several times and my calls have not to my knowledge been returned.

Very truly yours,

Wayne W. Presby

Wayne W. Presby, II, Esq.

**David Fekay Letter to Joel Bedor**
**Re: Cog Food Service**
**January 15,1987**

Dear Joel,

Sincere thanks for your interesting and informative letter of January 7.

I concur heartily with menu pullback and necessary business controls. (The past months have had many analytic moments about it.) The first year began with too many people hiring employees with many side agreements and special rules. (Food & Beverage Op)

While it is true that "research" does cost, I feel that the pattern and corrective practices - budgets have been established to provide a viable operation.

Under the proposed - LESS THAN FULL SERVICE - menu, some of the equipment requested would not be necessary at this time, thereby curtailing capital outlays.

However, it is important that certain charges be classed as first priority to conform to State Health Code, especially in light of the fact that the Health Inspector was very emphatic as to those needed changes in 1987, i.e.

1. Replacement of rusty sinks with three sink unit and/or commercial dishwasher.
2. Enlarged or improved refrigerator/freezer equipment (Possibly enlarge existing walk-in)
3. Seal (paint) Kitchen Ceiling
4. Separate employee eating area (perhaps wall could be pushed out from hot water heaters to rear entrance instead of desired addition in rear.)
5. Ventilation system to remove grease, provide adequate airflow, and less labor in cleanup.

Now to my present status. I was <u>crushed</u> when we left New Hampshire. We had no choice. I never was content to work a menial job or collect unemployment.

During December, the Circus Circus properties contacted me. They have properties in Reno, Las Vegas, and two in Laughlin Nevada. Jo and I are again on the move to Laughlin (The Edgewater) and The Colorado Belle which is presently under construction, also in Laughlin, on the Colorado River.

Jo will be working as Hostess, Cashier and Buffet Supervision. I will be in Administrative/Supervision with executive chef to all Food Supervisors, and establishing the new Hotel and Casino.

To say the position will be something I can live with (feature or not) remains to be seen since my heart is on the Mountain and I detest politics.

Inasmuch as I cannot give my answer at this time, I have begun working on proposed schedules, rules, operating procedures, job clarifications, menus, and pricing, among other things which I will forward upon completion whether I am with you or not this year.

One major item you must be aware of is housing. I cannot subject my wife to what was in 1986. I do not blame you or Cathy. We both know that somethings are indigenous to an area or an operation. Decent management will or can correct problems that never should have existed in the first place. Promises made, even with good intentions, cost the Cog, not only distrust among employees, but quite a bit of money - i.e. Instructions to order heavy, because freezers, etc. are "on the way in."

You and Cathy brought the respect and professionalism back to a bad situation.

The theme of your letter - the strong intentions - the Baptismal of Hell in 1986, proves that we can fine tune food and beverage to a profitable area, simply by following those policies. Panic management is gone.

You understand that Jo and I must establish our roots. I dearly want to have a small bit of property again - a home - for this is why we left the Management Companies - Dear God I hope it is in the White Mountains.

Please give our love and greetings to Cathy - the Lebanese Wonder - and to the Presby's and all who were kind to me.

Respectfully, *Dave Fekay*

**Wayne Presby Letter to Bert Welling**
**Ulin, Morton, Bradley & Welling**
**RE: Cog Railway Performance**
**January 15, 1987**

Dear Bert:

I informed Joel's office to send you out copies of the October 1986, and prospective 1987 income statements and balance sheets. You should have those directly. I recently did en interesting analysis of engine availability and use during the period of June 25--September 5 of each year for the last four years. It is very interesting to see how many days five and six engines were actually in service and even more interesting if you realize that 99.996 of the time more engines could have been used had they been available.

| ***Year*** | ***Number of Days 1, 2, 3, Etc., Trains Used*** | | | | | | ***Passengers*** |
|---|---|---|---|---|---|---|---|
| | **1T** | **2T** | **3T** | **4T** | **5T** | **6T** | |
| **1983** | 2 | 2 | 14 | 15 | 23 | 16 | 47,000 |
| **1984** | 1 | 9 | 19 | 26 | 17 | 0 | 44,000 |
| **1985** | 3 | 13 | 19 | 37 | 0 | 0 | 39,000 |
| **1986** | 4 | 2 | 25 | 21 | 17 | 3 | 46,000 |

What this indicates I feel Bert is the terrific dependency the railway has always had on motive power and capacities. As you know we did not have our engines completed this past summer in as timely a fashion as necessary. Which as it turns out was probably not as crucial as it may appear as a result of the poor weather. However this year for the first time in the railroad's history we have 8 locomotives running. Of the seven which are to be used for mountain service the oldest was built new in 1972, of the other six the oldest is really 1983. We feel that the inconsistency of the motive power is the primary reason for the fluctuation in ridership. If you look at our gift shop figures for the last four years you will see a steady increase. This is the only facet of our operation which has over the past few years undergone no significant changes.

Pricing has been the same. Merchandise has been relatively the same. It shows an increase each year of approximately 20%. I hope this is of help to you.

Very truly yours, Wayne W. Presby, II, Esq.

**Wayne Presby Letter to Hodge Boiler Works**
**Attn: John Hodge Jr.**
**RE: New Boilers**
**January 15, 1987**

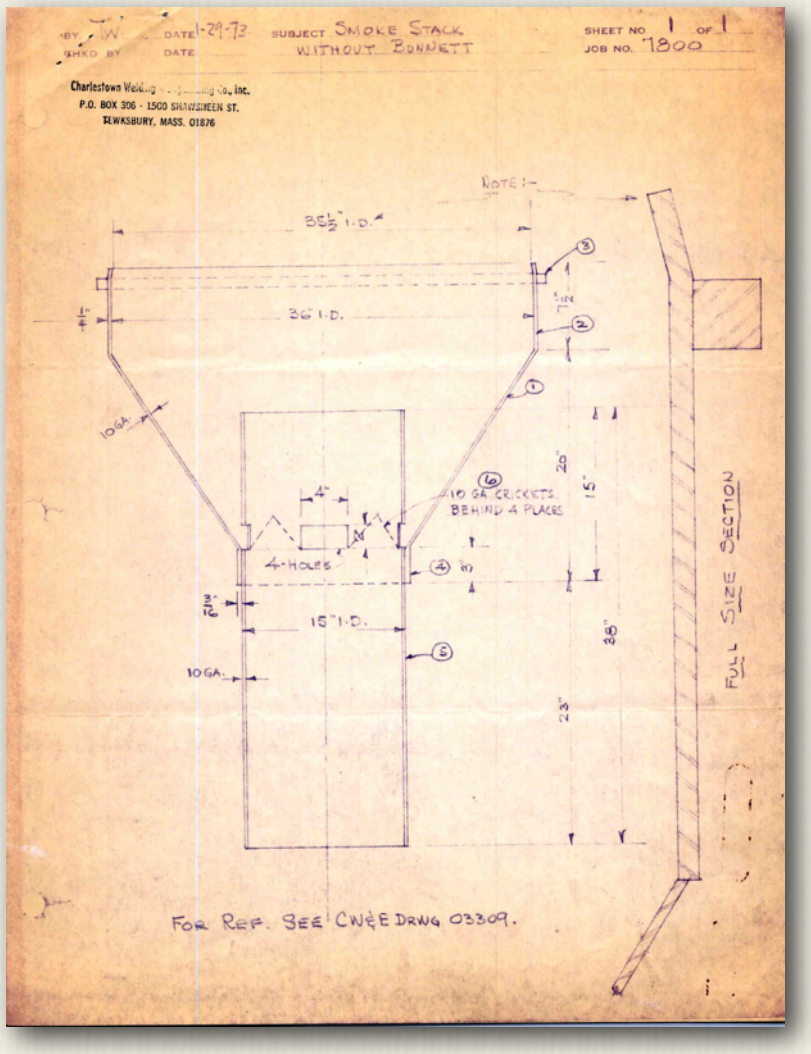
Dear John:

Enclosed herewith you will find a set of drawings which have been revised by my Master Mechanic. All of the changes are of minor consequence. Primarily they represent added pads to weld on. If you have any questions regarding these prints I suggest you speak with Mike Kenly our Master Mechanic. He can be reached by telephone Monday through Thursday at 603-838-6378.

I have also enclosed a design for the production of the steel components of new stacks for our engines. I would like a quote on the delivery and fabrication of four (4) smoke stacks in accordance with the enclosed print. I would like a price on a complete unit as shown and on the sub assemblies #1 - #6 tack welded but not assembled.

Finally I have some concern regarding our recent boiler order. On December 12, 1986, I gave the order for two new boilers to a gentlemen in your office. He said that he would order the materials immediately. I spoke to you personally again in late December regarding the order and you said the materials hadn't been ordered but would be immediately so you could start production. Finally I spoke to your father last week and he said that nothing was being done because you hadn't received the check. I admit that our original order required ⅓ down prior to starting. But had I known a delay of three to four weeks would result while you waited for this check it would have been sent immediately. The thrust of all this is that now instead of receiving the completed boilers by March 21 or there about. These boilers probably will not be completed by the end of April. I wanted to have the work on these engines done by then. Please call me and give me a date when I can rely on these boilers being completed given the current time table. I have called and left messages requesting to speak to you several times and my calls have not to my knowledge been returned.

Very truly yours, *Wayne S. Presby II*




**Wayne Presby Letter to Ammonoosuc Ranger District**
**Attn: Paul Shaw, District Ranger**
**RE: Spring Water used for Filling Waumbek Tank**
**January 26, 1987**

Dear Paul:

I am writing to you to request the Forest Service's permission to make certain modifications to the Spring (and a small area surrounding the spring) which currently feeds Waumbek tank on the Cog Railway. As you know we currently have a permit which allows us to use water from the spring to feed Waumbek tank. The tank water has in the past been used only to feed our boilers. And as you also know our drinking water for the base comes from Franklin Brook. Last year we experienced some problems with contamination as a result of our use of the Franklin Brook, it is of course surface water. And it is hard to control the water shed area, i.e. prevent contamination. I would like to use the water coming from the spring feeding Waumbek for drinking water at

the base as well. There is more than enough water for both purposes. And it would be easy for me to run a plastic line down the hill from the spring. In order for us to do this and meet certain state requirements we must place some cement well tile (1 or 2, 2 feet high concrete tiles with a cover) over the spring, clear approximately 20 feet around the well in a V shape, and then contain that area with wire. This is to prevent wild life from contaminating the area. If you feel we can undertake this project please notify me as soon as possible. I will give you any additional information you may need.

Very truly yours, *Wayne W. Presby, II*, Esq.

**Paul Shaw Letter to Wayne Presby**
**RE: Mt. Washington Cog Railway 10/22/54**
**Water Supply**
**February 3, 1987**

Dear Wayne:

I am pleased to receive your letter concerning the spring. We will have to wait until the snow melts to look at it. At that time I would be pleased to accompany you with our hydrologist to analyze your proposal. When the snow has melted please contact me to arrange a meeting.

PAUL A. SHAW
District Ranger

**Wayne Presby Letter to George Trask**
**RE: Employment Cog Railway**
**February 15, 1987**

Dear Mr. Trask:

I am sorry I did not write to you sooner regarding the questions you raised in your recent conversation with Joel Bedor. Neither he or I have any objection to you running the operation in the winter from your home primarily. We do not see the need for daily supervision of the shop. I do think that weekly meetings with the shop foreman are in order. As far as your becoming disabled while you are employed with us we are willing to pay you ½ of your normal weekly salary until age 62 or to provide insurance for that amount of coverage. I hope that addresses your recent concerns.

Very truly yours,

Wayne W. Presby

Wayne W. Presby, II, Esq.

**Wayne Presby Letter to Dick Bouley**
**RE: Mt. Washington Ski Trains**
**February 10, 1987**

Dear Dick:

I have enclosed a copy of the information which was sent to me bv Gary Carr of the Androscoggin Ranger District. As you can see he told me then he would take care of informing other offices as necessary. The conversation I had with him on 2/9 was rather strange. He kept repeating that he was in the middle, was being told that he had to request this type of coverage, but insisted that he did not have the authority to issue any letter telling me what he would request. I am of the impression that all may have been for not at the meeting the other day. Walter King had told me that Fish & Game was saying who can stop this? Obviously Walter King of Rail Safety told them he could if the operation was unsafe. However, I think Fish & Game found the right person in the form of the Forest Service, the people they work so closely with. They probably sat their smiling through

the whole meeting knowing no matter what we said or did we couldn't operate because they would never issue a permit. Obviously I don't need their permit in the last analysis. But would like to play along if we can please look into this. Also Carr stated that the reason this increased insurance was being requested was because the permit application he sent me was really outmoded. I notice on the bottom of the sheet it was updated in April of 1986, less than a year ago. Something here smells.

Verv trulv yours, *Wayne W. Presbv,* II

**Agiocochook, Incorporation**
**& Agreement with Cog Railway Inc.**
**February 11, 1987**

AGREEMENT

AGREEMENT, made this _____ day of _____, 1987, by and between, Agiocochook, Inc., a New Hampshire Corporation with a principal place of business at 16 Water Street, Town of Lisbon, County of Grafton, and State of New Hampshire (hereinafter "Agio"), and The Cog Railway, Inc., a New Hampshire Corporation, with a principal place of business at 16 Water Street, Town of Lisbon, County of Grafton and State of New Hampshire (hereinafter Cog).

Whereas, Agio is interested in operating ski excursions to the summit of Mount Washington and down Tuckerma's Ravine ; and

Whereas, Agio is in need of transportation for its skiers to the summit of Mount Washington; and
Whereas, Agio is in need of an answering service and reservation personnel; and
Whereas, Cog runs passenger trains to the summit of Mount Washington; and
Whereas, Cog has reservation personnel and 800 numbers which it can lease/sell to Agio.
NOW THEREFORE, the parties hereto enter into the following agreement:

1. Agio shall pay Cog the cost of Cog's watts line for the months of February, March, April and May.
2. Agio shall pay Cog for the cost of employing a reservation person for the Months of February, March, April and May.

3. Cog shall take individuals interested in skiing through Agio's program up the mountain at a cost of _____ person.

In Witness Whereof the parties hereto set their hands and seals this _____ day of _____, 1987
Joel J. Bedor - Pres, Agiocochook, Inc Wayne W. Presby - Pres. The Cog Railway Inc.

**February 17, 1987**

***AMC Copies Opposition Letters to Walter W. King:*** "Enclosed are two letters responding to the Cog Railway's plans to operate spring skiing trains. The first letter is from a Working Group made up of representatives from agencies actively involved in Search and Rescue in the Mt. Washington area. *"We do not feel that the rescue angle has been explored deeply enough, because it it were given the attention it deserves, we feel not justification could be found to operate this spring. Non-motorized access weeds out the prepared (skier) from the unprepared and limits the number of people in dangerous areas to those who know the risks and are prepared for them. (W)e strongly (recommend) that you do not operate the spring skiing trains to the Summit. Our search and rescue resources are stretched to the limit; and the danger to those using the service is, in our opinion, unreasonably high."*

The second letter states the AMC position on the use of Pinkham Notch Camp as a gathering point and staging area. *"...serious concerns remain about safety. These concerns form the backdrop of the AMC's desire not to be associated in any way with the ski train operation. Therefore we ask that you (Wayne Presby & Joel Bedor) cease to assume that Pinkham Notch Camp's facilities will be available as a staging area or gathering point for users of your service. We are concerned that to allow such use would represent tacit approval of the ski train operation, which is clearly not the case... I (Michael Torrey) request that all future P.R. about the operation exclude all mention of Pinkham."*

Both are for your information. I sincerely hope you will consider our concerns as you deliberate on the safety aspect of the Cog operation.

- signed: *Michael Torrey,* Manager - AMC Hut System

**USFS White Mountain National Forest Letter**
**to Wayne Presby Cog Railway**
**RE: Outfitter Guide Permit Guidelines**
**March 3, 1987**

Dear Mr. Presby:

At your request I am sending a copy of the Code of Federal Regulations covering the issuance of Special Use Permits. The Outfitter Guide Permit is covered under this authority.

I would also like to clarify the insurance requirements. The Forest fact sheet states insurance of $5,000 property damage, $100,000 mJury to an individual, and $300,000 multiple injury is a requirement of the permit. While this is considered adequate for routine permits, higher coverage may be required for high risk activities. Considering the risk factor of your proposal a $1,000,000 umbrella policy would be required in addition to the stated coverage.

At this time we have not yet received your application for a permit. The application should be sent to Ranger Gary Carr, Androscoggin Ranger District, Gorham, New Hampshire. A requirement of the permit is a thorough operation and safety plan. The permit will not be granted until this is received and approved.

If you have any questions please feel free to call. Sincerely, *A. Earl Niewald* - Staff Officer

**Franklin Pierce Law Center Memorandum**
**for Wayne Presby Cog Railway**
**RE: Special Use Permits**
**March 6, 1987**

TO: Attorney Wayne Presby
FROM: Judy Parys, FPLC Legal Research Service
RE: Limitations and Controls by the U.S. Forest Service/Special Use Permits

WHAT LIMITATIONS OR CONTROLS, IF ANY, CAN THE U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE PLACE ON THE COMMERCIAL USE OF NATIONAL FORESTS WHEN AN INDIVI DUAL HAS AN OUTFITTER GUIDE PERMIT?

The U.S. Forest Service appears to have wide discretion in the limitations and controls which it places on the commercial use of national forest land.

The U.S. Forest Service has the authority to prohibit certain general uses of the land it controls. They may prohibit such activities as careless fire-building, injury to timber, and poor sanitation practices. 36 CFR 261.1 et seq. (These have been attached and highlighted for your general information).

The Forest Service also has the authority to regulate special uses of the National Forest System land. 36 CFR 251.50. They may require Special Use Permits under the Land and Water Conservation Fund Act of September 3, 1964. 78 Stat. 897 for specialized recreational use of National Forest land. 36 CFR 251.53(K).

In considering an application for a Special Use Permit for specialized recreational use of land, the authorized officer may:

1. Compare the recreational use proposed to the land management plan. 36 CFR 251.54(a)(l)
2. Evaluate the applicant's qualifications. 36 CFR 251.54(a)(3)

3. Consider the environmental and management consideration.s 36 CFR 251.54(a)(6) and 36 CFR 251.54(e)(4)

4. Consider special conditions. 36 CFR 251.54(a)(7)

5. Request evidence of incorporation, if applicant is a corporation, and other related information. 36 CFR 251.54(e)(l)(iv)

6. Consider the technical and financial capabilities of the applicant. 36 CFR 251.54(e)(z)

7. Require any additional information and data necessary to determine the feasibility of the requested project, the environmental impact, etc. 36 CFR 251.54(e)(5)

In addition, the officer may give the public the opportunity to comment on the special use proposal. 36 CFR 251.54(f)(2).

If the officer determines that the proposed use is:

1. inconsistent or incompatible with the purpose of the land or with other uses; or
2. not in the public interest, or
3. not managed by a qualified applicant; or
4. inconsistent with Federal or State law; or
5. not technically or financially supported;

the officer may deny or revoke the permit. 36 CFR 251.54(h) and 36 CFR 251.60.

Consequently, it appears that the authorizing officer has a great deal of discretion, since the applicable federal regulations are worded in a manner which could be defined as vague (i.e. not in the "public interest").

He most definately[sp] has discretion in awarding the permit, but he also has discretion in revoking a permit if it does not appear to be in the "public interest."

**USFS White Mountain National Forest Letter**
**to Wayne Presby Cog Railway**
**RE: Helicopter Ski Operating lan**
**March 6, 1987**

Dear Mr. Presby:

Attached is an outline of a helicopter ski operating plan. While some areas such as helicopter use and explosive use are not pertinent to your operations, this should be of some help in developing an operating plan for your venture. I did not send the entire plan because it is very lengthy and probably has more detail than necessary, especially for what you propose.

If you have more specific questions, you may contact Gary Carr, Androscoggin District Ranger.

Sincerely, *A. Earl Niewald* - Staff Officer

**Mt. Washington Cog Railway**
**Ski Train News Conference**
**Laconia, New Hampshire**
**March 17, 1987**

***Opening Remarks:***

"Ladies and Gentlemen: My name is Joel Bedor and I am the President of the Mount Washington Cog Railway. I would like to thank you all for coming today and hope that your presence will help to clear up a great number of misconceptions about- the climate on Mount Washington in the months of April and May, ski-

ing on Mount Washington, particularly Tuckerman's Ravine, and our plan to transport expert skiers to the summit to ski the snow fields and Tuckerman's.

We are disappointed that some of the organizations interested in our proposal feel we have not addressed the concerns. However we are here to submit the plan which addresses those concerns.

We have over the past year developed a plan which exhaustively addresses the weather conditions on the top of Mount Washington, provides adequate directions to skiers using our transportation service, and provides for the rescue of injured, unprepared or frightened skiers.

The details of these plans will be explained by Wayne Presby, my partner and Michael Pelchat our Ski Safety Supervisor. Wayne Presby is the person who is primarily responsible for the development of the operational plan. The safety plan and rescue operations have been developed by Michael Pelchat. Incidently, I was on the phone yesterday with Ken Query, who heads up the volunteer Ski Patrol at Tuckerman's who said skiing was already good in the ravine as evidenced by people skiing there this weekend."

"Good afternoon ladies and.gentlemen: My name is Wayne Presby and I am the Vice President of the Mount Washington Cog Railway.

I am the person who is primarily responsible for the revival of the Ski Train plan. I say revival.because we have documentation demonstrating that Ski Trains such as the ones we will operate were operated in the 1950s. Two things really led to the revival of this plan. Foremost is that I love to ski. I have been skiing since I was 5 years old and I have skied the Ravine on numerous occasions. Secondly, I had occasion last fall, while shoveling coal on one of our trains, to witness two men board the train with alpine skiing gear. The night before it had snowed and they were going up to ski the snow fields which had resulted. I would like to take credit for a novel idea, but unfortunately, ski trains are commonplace in Europe and are not a novelty.

In essence the Ski Train plan provides for operation each weekend during the months of April and May weather permitting. The trains will depart from the base three times daily. The advertised price of $79.00 includes a ride to the summit, and a bus ride back from the other side of the mountain. The trip is for expert skiers only.

Our plan combines two legendary experiences, a trip to the summit of Mount Washington on the oldest mountain climbing steam train in the world and a spectacular ski run down Tuckerman's Ravine. The Cog Railway was built in 1869 by a native New Hampshirite, Sylvester Marsh. Marsh developed his idea after he was caught in a storm while climbing Mt. Washington. The train was built to provide easier access to the summit of Mount Washington and safety from the rigors of its weather. Today, over 100 years later the Railway still provides one of the safest means of ascending the mountain and protection from its rigorous weather. Tuckerman's ravine is legendary because of its 200-300 foot section which represents the steepest natural slope in the east. I say natural because I understand that a steeper slope was cut at Lake Placid for Olympic Ski Events.

In planning this operation for the past year we gave tremendous consideration to climactic conditions atop Mt. Washington. Next to the people employed at the Mount Washington Observatory, our organization has, during the Spring, Summer and Fall as much experience regarding Mt. Washington's weather as any other organization. We work, live and play on this mountain.

Because of our familiarity with weather conditions atop Mt. Washington, we have established strict guidelines under which the decision to operate any given day will be made. Primarily temperatures must be forecast to be above freezing, winds must be 45 mph or less, it cannot be raining or snowing and avalanche danger cannot be high. We feel these climactic guidelines are essential for two reasons; one to insure skier safety and two because Tuckerman's is a right[sp] of spring, therefore, it is best enjoyed only in ideal weather conditions.

We have tried to stress in all of our advertising literature the importance of weather and the need for additional clothing. We vill follow up these warnings with on site inspections of skiers attire. Each individual making a reservation will be sent a suggested list of equipment and clothing they should bring.

Our reservationists are instructed to inform all individuals requesting reservations or information that trains may be cancelled on a moments notice. We obtain the home and work phone numbers of each party reserving so such cancellation can be made promptly and easily if necessary.

Verification of weather conditions for a particular weekend will begin Thursday morning of that week and will continue through the end of Sunday. In making the determination regarding weather the National Weather Service, The Mount Washington Observatory, Androscoggin Ranger District, and Michael Pelchat will be consulted. The specific procedure is outlined in the information I have given you.

If the weather is determined to be unsuitable the train/trains will be cancelled.

Train operations will be conducted fundamentally the same as they have been for the past century.

Once any snow still present on the tracks has been removed, a deicing solution will be used to prevent further ice or snow build up. Tracks will be checked by our.Track.Foreman every Friday prior to operation and again every morning on the days we intend to operate.

The Ski Trains have been advertised as for experts only. Our reservationists re-emphasize that the trip is for experts only and explain the nature of the terrain one can expect to encounter. In addition further scrutiny is exhibited by asking questions such as how long one has skied and where. These tactics will be followed up with on site reviews. In particular, if a person has over estimated his ability and it is apparent, he will be so notified and provision will be made for his safe descent either down the train or over a less rigorous run in Tuckerman's.

This plan has been developed over a period of a year or more. To address the concerns raised at the other informational meetings held during the last two months it was necessary to make only minor modifications.

The rest of the plan deals primarily with rescue and safety operations and therefor I will defer to Mr. Pelchat our Skier Safety Supervisor. Mr. Pelchat has exceptional qualifications *(read qualifications)*. And incidentally just returned from a climbing expedition up Mount Washington this past weekend. He informed me that people had already begun skiing the ravine and that the estimated depth of the snow is approximately 60 feet. Mr. Pelchat..."

*(Ed. Note: No prepared remarks by Mike Pelchat were found in the Cog corporate files.)*

Presby: "You have just heard our expert staff explain the extensive plan which we have developed. We feel these plans justify and demand the operation of our train services for skiers.

We are here at USFS today to further inform interested parties about our plan to transport expert skiers to the Summit of Mount Washington to begin their ski adventure.

In addition. we have given consideration to applying for an Outfitter and Guides Permit. This permit would allow us to use paid professional guides. However, in the event we decide not to apply for the guide permit, we already have all the permits which are required to operate. In that event we will use volunteer rescue personnel.

In the event of an injury we will dispatch qualified personnel to effect a rescue if necessary. Rescue operations on Public Lands do not require permits.

Again, we will operate ski trains on Mount Washington, weather permitting beginning with the first weekend in April and continuing each weekend for as long as snow and weather conditions permit."

## COG RAILWAY SKI TRAIN OPERATION AND SAFETY PLAN

***PLAN***

The following is a plan adopted by the Cog Railway to operate trains on weekends during the months of April and May, primarily to transport expert skiers to the summit of Mount Washington to ski the snow fields and the legendary Tuckerman's Ravine.

***TRAIN OPERATIONS***

The Mount Washington Cog Railway has been climbing the slopes of Mount Washington during the Spring, Summer and Fall of each year for over a century now. The operation of trains on Mount Washington in accordance with this plan will vary only slightly from the normal operations.

Because snow will still be present in at least three areas on the track, it will have to be removed from those areas. This is not uncommon. Snow can be found on the tracks in early Mayor late October of any year. If the Railway Track Foreman detects areas where snow or ice may continue to build up, these areas will be coated with a de-icing solution which dissolves snow and ice and prevents its build up.

Each day before passenger runs begin, the tracks will be inspected by the Track Foreman to detect ice or snow build up as well as any other repairs which may be necessary. If ice or snow build up is great and they cannot be removed in sufficient time, trains will be cancelled.

Ice and snow may be removed from the tracks in several ways; de-icing solution, road salt, shoveling, propane runway torches. Of course, the sun does most of the work. Being on the westerly side of the mountain, the track receives a tremendous amount of sunshine. In addition, the track is elevated.from the ground for its entire length, so, except for only a few places, the snow collects very little on it. As of 3/15/87 the track was approximately 75% clear of snow.

Wayne Presby, the Vice President of the Cog Railway will personally aid the Track Foreman in making morning inspections of the track and trestle.

***WEATHER CONSIDERATIONS***

Because of the extremes of weather which are found a top Mount Washington, strict guidelines have been adopted as to when weather conditions are right for skiing Tuckerman's Ravine. These guidelines have been adopted to prevent injury to individuals and because most individuals only want to ski Tuckerman's in the best of conditions. Because of these considerations, .all individuals requesting information regarding this service are told that the service may be cancelled at any time due to weather conditions and that such cancellation may take place even after they have arrived at the Railway Base Station.

The Ski Train will operate unless:
Temperatures are forecasted to be below freezing; and/or
Winds are forecasted to be 46 mph or greater; and/or
It is snowing or raining; and/or
Avalanche danger is high.

To determine the weather forecast for the area the following procedure will be adopted.

On Thursday morning the National Weather Service, the Mount Washington Observatory and the Androscoggin Ranger District of USFSwill be called and reports obtained. If it is apparent that any unsatisfactory weather conditions will be present during the weekend, then reserved passengers will be notified immediately of cancellation. If the weather is unsettled reserved passengers will be called and advised the trip may be cancelled.

On Friday morning the National Weather Service, the Mount Washington Observatory and the Androscoggin Ranger District of USFS will be called and reports obtained. If it is apparent that any unsatisfactory weather conditions will be present during the weekend than reserved passengers will be notified immediately of cancellations. If the weather is unsettled reserved passengers will be called and advised the trip may be cancelled.

On Saturday morning the Mount Washington Observatory and the Androscoggin Ranger District will be called and reports obtained. In addition an on site review of conditions will be conducted by the Ski Safety Supervisor, Michael Pelchat. No ski operations will be conducted without the approval of Mr. Pelchat. Weather conditions will be tracked during the day.

On Sunday the same procedures will be followed as are followed on Saturday.

***EQUIPMENT***

All technical rescue equipment or gear will be furnished by the Cog Railway. This equipment shall include rescue toboggans, ropes, blankets, medical supplies, and.other technical rescue gear. The Safety Supervisor will decide the nature and extent of the equipment needed for rescue operations. Skiers are expected and advised to bring their own clothing and other equipment. Advertising materials stress the changeability of the weather and the need for additional clothing. Any person not prepared for weather changes will be advised forthwith and may be prevented from boarding if they do not have appropriate clothing. A suggested list of equipment and clothing will be furnished to every person making a reservation.

We have obtained information from the Mount Washington Observatory for the past three years which indicate clearly that the weather conditions we have outlined are not uncommon during the months of April and May

***SKIER ABILITY***

This service is being advertised as for experts only. As a general precaution, parties wishing to make reservations will be asked how long they have skied, their age, and whether or not they have skied Tuckerman's before. This representation will be verified on site by the Ski Safety Supervisor or by his designates. Anyone detected as not having the requisite skill will be immediately notified and identified so precautions maybe taken to insure their safe descent either back down on the train or down the ravine.

**SKIING OPERATION AND SAFETY PLAN**

***PERSONNEL:***

Ski Safety Supervisor: Michael M. Pelchat; Qualifications: Member Professional Ski Patrol Association for 10 years; Emergency Medical Technician Instructor and Coordinator for 8 years; MemberAmerican Alpine Club; Member of Randolph Mountain Club; Member of Gorham Ambulance Service; Member of North Country Board of Emergency Medical Service; Member of Mountain Rescue Service; Leader of expedition which climbed Mt. McKinley; Leader of two expeditions to Eastern Arctic; Technical Rock climber and Ice Climber for 12 years. General Job Description: Decides whether or not ski conditions on Mt. Washington are suitable for expert skiers. Has the authority to postpone and/or cancel ski trains as weather and snow conditions warrant. Assembles and supervises six or more mountain patrollers who will assist skiers in skiing down Mt. Washington and will form a completely independent rescue team. Supervises all rescue operations and coordinates rescue operations with other agencies operating on Mt. Washington.

Mountain Patrol: A minimum of six expert skiers with considerable experience with Mt. Washington weather, snow and ski terrain will be utilized. EMT's who are professional ski patrollers who have technical mountaineering experience will be preferred. Volunteers qualified in mountain rescue will be accepted to assist the mountain patrol as necessary. Volunteers will also be a back-up reserve of man power for long or difficult rescue operations.

Three toboggans, first-aid equipment, and technical rescue equipment will be furnished by the Cog Railway.

General: Skiers using this train service will be advised of current weather and skiing conditions before leaving Marshfield Base Station. Information pertaining to check out procedures will be explained as well as information about how much hiking may be required at the bottom of Sherburne Ski Trail. Skiers will be discouraged from skiing anything other than the eastern side of Mt. Washington. They will receive a informational news letter and sketch of the ski areas and trails on the eastern side of Mt. Washington. Anyone who insists on skiing other areas, i.e. Great Gulf, etc., shall be barred from riding any future trains.

***Safety and Operation Plan***

First train will carry 6 mountain patrol men. Skiers will be briefed on current conditions of the weather and safety check points on all trains

On the summit 3 mountain patrollers will ski down the east fields across and down the lip into Tuckerman's Bowl. Skiers will stay in the East fields "warming up" until word is radioed up from the mountain patrol that the Lip and Bowl are skiable. If ski conditions are O.K. the mountain patrol will set~up check points and safety stations in the following manner: 1 patroller, w/radio, toboggan, F.A. & technical rescue equipment will be sta-

tioned at the East Fields, 2 patrollers, w/radio, toboggan, F.A. & technical rescue equipment will be stationed in the Bowl near the lunch rocks area. This will also be a skier checking station to keep track of skiers leaving the Bowl for the Base or other areas. One patroller will be stationed at the Hermit Lake Area, w/radio, toboggan, F.A. &technical rescue equipment. Two patrollers, w/radios & minimumF.A. equipment will float from East Fields to the Bowl.

We will utilize flag control gates to direct skiers down the ravine area. An additional patrol station will be set up at the top of the "lip". This will allow the patrol to render assistance to those skiers who may "freeze". The patrol will suggest alternate routes to skiers who feel uncomfortable skiing the headwall and will escort them down if they request such assistance.

This will enable skiers to take alternate routes without guides forcing a particular route on the whole group.

Once in the Bowl skiers wi11 be allowed to ski the area at will and will only be required to check out with patrol before leaving the Bowl. A final check point will be at a convenient location in Pinkham Notch i.e., shuttle bus driver.

***Contingency Plans:***

If skiers "chicken out or freeze" at the Lip they will be escorted down Raymonds Cataract (conditions permitting), Lion Head Trail or back to summit. Escort will be composed 2 mountain patrollers. Mountain patrollers may use a 300' rope to lower skiers while side slipping on rappel through Raymonds Cataract, and then will return to Bowl via regular hiking trails

***Injuries:***

Any skier injured will receive the highest standard of care and will be evacuated as fast as possible to the nearest hospital for further evaluation and treatment. Rescues will be performed by an independent rescue team of mountain patrollers under the supervision of the safety director. Critical or life threatening injuries may be helicoptered out via Boston Medical. Flight, weather and landing conditions permitted. A physicians medical control-will be obtained before an air evacuation is requested. Cost of the helicopter service will be borne by the injured party, if possible.

Injured skiers will otherwise be transported by standard toboggan techniques to either Pinkham Notch or Mt. Washington Summit depending on injured's location on the mountain. If injury occurs above "lip" skier will be tobogganed to 7 mile marker on Auto Road and then brought either to the summit for train transport to Marshfield or down Auto Road to Route 16. Travel on the Auto Road will be contracted out to the Mount Washington Observatory Thiokol and will be paid for by the Cog Railway. Fish and Game, U. S. Forest Service, A.M.C. will be kept posted of rescues in progress.

***Mutual Aid***

It will be the policy of the Cog Railway to assist in whatever capacity necessary other rescue operations or agencies in the safe and efficient rescue of injured skiers-anywhere on Mt. Washington. Requests for assistance should be made to the safety director who will dispatch the requested equipment or personnel to the accident scene.

All rescues will be documented by the safety director who will file said reports with the District USFS Ranger.



**Hydroelectric Preliminary Budgetary Estimate**
**for Mount Washington Cog Railway**
**by Brookfield Power Co.**
**March 18, 1987**

Dear Mr. Presby:

Enclosed please find a submittal of material prepared per our earlier conversation concerning your hydroelectric project. As you requested I hav solicited equipment proposals from several of the leading hydroelectric suppliers and incorporated their prices and suggestions in a preliminary budgetary cost estimate. This estimate of total project cost is based on prior experience with similar sized facilities and although the total may appear high, this is primarily due to your desire for all new equipment. Substantial savings could be accomplished with the use of some degree of used equipment and supplies as is frequently deemed necessary in the industry.

At the suggestion of Ossberger Turbines, I have obtained pipe quotes based on 10" diameter as opposed to our earlier discussions of replacing the existing 5" penstocks. Their suggestion is very legitimate and I have used this size pipe for the purpose of budgetary estimating. Political and aesthetic considerations however may have some bearing on final penstock choices, a subject you are probably more familiar with than I.

Please feel free to call me should you have further questions or wish me to continue to serve in a liaison role to move your project forward. I will be on vacation from March 24 through April 2, but any other time is fine.

Sincerely, *Richard A Mauser*, President - Brookfield Power Co. Inc.

**MOUNT WASHINGTON COG RAILWAY HYDROELECTRIC FACILITY**

Preliminary Project Cost Estimate

For Budgetary Purposes Only

| | | |
|---|---|---|
| 1. Blast and/or excavate powerhouse foundation | | 3,000 |
| 2. Powerhouse concrete foundation 25yd@ 200/yd | | 5,000 |
| 3. Powerhouse - block construction 15'x 25' | | 20,000 |
| 4. Penstock - John Manville Class 150 8000' bell and spigot 10" D 13.7 1lb/ft | | 62,200 |
| 5. Option A: | Ossberger equipment;<br>2 Cross flow turbines<br>2 Generators<br>2 Valves<br>2 Governors<br>Misc equipment | 158,000 |
| Option B: | Hydrolec equipment;<br>1 Pelton turbine<br>1 Generators<br>1 Valves<br>1 Electronic load governor<br>Misc equipment | 155,000 |
| 6. Equipment foundations and mounts | | 2,000 |
| 7. Hydraulic actuators and controls | | 2,000 |
| 8. Switchgear/control cabinet | | 25,000 |
| 9. Station service & transformers(for interconnection) | | 3,000 |
| 10. Metering PSNH | | 2,000 |
| 11. PT's and CT's | | 1,000 |

| | | |
|---|---|---|
| 12. Station lighting | | 200 |
| 13. Ventilation and cooling | | 500 |
| 14. Painting | | 200 |
| 15. Additional Hydraulic components & plumbing | | 1,000 |
| 16. Miscellaneous electrical parts | | 1,000 |
| 17. Trash racks | | 500 |
| 18. Intake construction with settling basins | | 3,000 |
| 19. Misc. steel - rebar, I beams etc. | | 2,000 |
| 20. Cleanup | | 500 |
| 21. PSNH Interconnection study (required) | | 2,000 |
| 22. PSNH Interconnection | | 5,000 |
| | Subtotals | |
| | OPTION A: | 300,200 |
| | OPTION B: | 297,200 |
| 23 Labor: 6 men, 6 months, $15/hr | | 93.600 |
| 24 Engineering: Costs not available | | --------- |
| | Subtotals | |
| | OPTION A: | 393,800 |
| | OPTION B: | 297,200 |
| 25 Contingency 10% | | 40,000 |
| 62Insurance during construction | | 5,000 |
| | Totals | |
| | OPTION A: | 438,800 |
| | OPTION B: | 435,800 |

**Paul Dunn Note to Wayne Presby**
**March 19, 1987**

From the Desk of P.C. Dunn:

Waine[sp] Presby,

Hope you don't think I am interfering but would like to give a word of caution. Suggest the snow be cleaned off on the engineer's side between the cog rail and side rail. Too much snow will wash off the lubrication on the bull gear and pinion. Also if there is very much ice or snow in the cog rail you might consider send(ing) a pilot locomotive up first - one with the long tooth cog gear. A light car might just ride up on the ice and perhaps derail. Good luck in our venture and give my regards to Mike Kenly, John Bolton, Dave Moody or any of the others from my old gang who may be with you.

Regards, *Paul*

**GENERAL INFORMATION REGARDING THE 1987 SEASON**

With the beginning of the 1987 season, the Cog Railway will have been in existence for 118 years. The management of the Cog Railway intend to make this season one of the best the railroad has ever had. We hope that you as an employee of the railway will support us in this effort. We feel the program we have adopted for this season will result in significant benefits to us all.

Over the winter a great deal of time was spent in organizing and preparing for the upcoming season. I am sure this will be more and more evident as the season progresses. Several other major things were also accomplished this winter. The rail way has a new general manager his name is George Trask, you may recognize him

as Bobby Trask's father. He will be the sole person in charge above all of the department heads. He knows the railroad operation very well having worked here for over 30 years.

We began something new this season, Spring Ski Trains, at the moment this program seems to be going well. If things continue to go well with this program we may have successfully extended our season another two months. This will mean that in the future many of you may expect to be hired on sooner in the year.

We are anticipating the completion of a new commercial power line to the base area by Mid July at the latest. We are also planning on drilling a new water well. Until these projects are completed however we will have to continue. as we have in the past, using the generators for power, and the Franklin Brook for drinking water. We hope these two projects will bring us closer to year round use of the base.

Last but not least we are just completing the rebuilding of the #4 and #6 engines as well as coaches #1 and #4. This year is the first year in the railway's history that there are 8 operating steam locomotives. We also rebuilt 3 tenders.

A lot of time was also spent recruiting this year so there are lots of new faces. Try to help the new people out and show them the ropes. Try to get along-there will be a lot of people living on base this year and it is important for us to work together.

Along with this letter you will have received several documents, in duplicate you should have 1) housing contract, 2) tool agreement 3) uniform agreement, and 4) Room and Board Agreement. If any of these agreements apply to you then they must be signed before you leave today. Sign one copy and leave it with the Office and keep the other for your records. If you are planning on living on base you must sign a housing agreement before you leave today. A deposit of $60.00 will be withheld from your pay as a deposit. This is being done to insure that living quarters are not damaged and filthy at the end of your employment here. If your quarters are clean and undamaged your deposit will be returned. If you are an engineer you are required to sign a tool agreement. To avoid the pitfalls of the past, namely lost and stolen tools, we have decided to make engineers responsible for their train crew tools. You will buy these tools. They are yours. If they get lost it is your loss. We will require you to replace them if they are lost or stolen. So keep track of them. If one breaks it will be replaced free of charge. If you return them at the end of the year you get your money back. Because so few of you decided to return your uniforms last year we also have a uniform agreement. Return your uniforms you get your money back. Because of the problems of policing a sign in and sign out sheet for meals we now have a meal plan agreement. Either you are on or you are not. If your on you pay for all the meals. If you are off you get no meals. Its simple. You also will find a W-4 form which you must fill out and leave with the office if you want to get paid.

In addition to the foregoing you also have an instruction sheet, a booklet of safety rules, a book of general rules, and a small green book on the history of the Cog. The instruction sheet contains a general description of your job responsibilities. These are the product of a lot of work from us, Bobby Trask, and the late Col. Arthur Teague. You will be expected to follow these instructions. Engineers please note since you are expected to manage the train crew you have the instructions for all three jobs. It is your duty to make sure the fireman and brakeman follow their instructions. Follow the safety instructions for everyone's protection. The general rules were established to give you an idea of what the basic requirements are for employment here. They are very simple and easy to follow. The small green book is being handed out for your reading pleasure and because we think everyone who works here should know something about the Cog Railway.

Finally you will also note a schedule. A tremendous amount of time was put into this schedule. If we follow it closely everyone will get at least one full day off each week and it will be the same day every week so you can make plans. In addition you will probably get at least one other half day off. You will be notified by 12:00 as to whether or not you will be needed so you can get out of here by 12:30 if you like. You will only be paid for the hours you are scheduled to work unless more hours are approved by the General Manager or you are in the middle of making a trip on the mountain. Follow the schedule, if you mess up the schedule it will mess someone else up.

If you find it difficult to follow the safety rules, general rules, or your particular job instructions and after one warning persist in not following these guide lines the following actions will be taken:

Pay Decrease - anywhere from $.05 to $1.00 per hour per violation
Job Change - You may be given a different position
Termination of Employment

Any violation of the safety rules or general rules may result in one of these types of reprimand. Violations of the rules can be reported by any department head or the General Manager himself. Written notice of every violation will be placed in your employee file. I hope there is no need to resort to these actions.

In addition there are a few other notes of interest. There will be a tool room supervisor in the shop this summer. No tools can be taken from the shop unless they are checked in or out. And if you don't return them you will be charged for them. We have full time bunker personnel again to help with servicing of trains. There will be a summit dispatcher to help keep the trains running on time and to sell tickets. There will be switchmen at the switches to throw the switches for the trains.

Every Wednesday morning at 6:00 a.m. there will be a train crew meeting for train crew members. The meetings are mandatory and will be conducted by Mike Kenly, Bobby Trask, or George Trask. The purpose of these meetings is primarily to discuss Engine and Coach maintenance and repair. They will be held in the employee dining hall in Marshfield.

This year you will not be given gloves if you want gloves they may be purchased in the office. In addition you have been given one pair of ear plugs if you work on the trains. If you lose the pair the next pair you must buy. They are also for sale in the office.

And finally I would just like to say that we have tried to take all of your suggestions into account in planning for this year. The program we have set up will be adhered to strictly. No special exceptions will be made for anyone. If adjustments need to be made in the program they will be made in writing and the interested parties will be so notified. We have put all of this paperwork together to avoid misunderstandings and confusion. Hopefully it will make all of our jobs easier and the summer more enjoyable.

Very truly yours, General Manager - The Cog Railway, Inc.

## GENERAL RULES Of EMPLOYMENT

1. All employees will report to work when scheduled.
2. All employees will keep their hair cut and faces shaved.
3. All employees will wear clean clothing to work.
4. All employees will wear their designated uniform to work.
5. All employees will pick up trash which they see on the ground.
6. All employees will not use foul language while on duty.
7. All employees will be polite and courteous at all times to customers.
8. All train crew personnel will check the crew list every night for any change in the regular schedule.
9. All employees will follow their appointed schedules.
10. All employees will punch in and out of work using the time clock - failure to do so will result in you not being paid for the day you didn't punch in or out.

11. No employee will work any hours over his designated hours unless he gets preliminary approval of his supervisor and said supervisor so indicates on his time card. The only exception to this rule is train personnel in the process of making a trip.

12. All employees shall enter the employee dining hall through the rear entrance.
13. No employee shall be allowed in Marshfield station while on duty.
14. No pets of any kind are allowed on Base.
15. All employee will treat customers as if they were guests in your home , be a host or hostess to them.
16. If you are not busy doing your respective jobs, be outgoing, talk to the customers about this operation.

17. All employees are responsible for their guests.

18. No drugs are allowed on the premises. Any employee found possessing or using drugs will be fired immediately.

19. Alcohol is allowed but only in employees quarters, no drinking in Marshfield or during meetings.

20. All employees are entitled to a 25% discount off the retail price of food sold in the restaurant and gifts in the gift shop except candy and cigarettes. No one is allowed to charge anything..

**GIFT SHOP PERSONNEL INSTRUCTIONS**

1. Follow instructions of Gift Shop manager.
2. Actively try to sell gifts and merchandise to customers in shop.
3. Keep gift shop clean-sweep once per day
4. Keep shelves stocked with merchandise.
5. Be courteous and polite to customers at all times.
6. Get bank for day from office
7. Learn historical facts about Cog so can speak intelligently about it if asked.

**GATE INSTRUCTIONS**

1. Check all people entering gate for valid admission tickets. This is your #1 priority.
2. If don't have ticket try to sell them one.
3. If don't have ticket and can't sell them one, don't let them beyond fence.
4. Stop anyone crossing fence without ticket.
5. If a hiker comes up let them through but make sure they are hikers, look them over.
6. Give out information.
7. Pick up trash in parking lots and surrounding grass areas.
8. Hand out property maps to people entering property if don't already have one.
9. Put on bumper stickers.
10. Help park cars.

**New Railroad Safety Rules & Regulations**
**April 1, 1987**

The rules set forth herein govern the Mount Washington Railway company (hereinafter called the "Cog Railway") operations. They take effect April 1, 1987, superseding all previous rules and instructions which may be inconsistency with them. In addition to these rules all employees are expected to obey the general rules of the company and any special instructions which may be issued from time to time.

Of utmost importance in the operation of any railroad is safety. On the Cog Railway with its extremes of grade and weather, safety must be of uppermost concern to every employee at every moment. Accidents do not happen. They are caused by carelessness, inattention, thoughtlessness, inexperience and negligence. We all must think safety and act safely at all times. The forces of nature with which we must contend are very unforgiving. Let us keep the safety record the railway has and make every attempt to avoid the tragedy which occurred here in 1967. For your information I have enclosed a newspaper article concerning that tragedy. Hopefully it will impress on you the very real danger that exists and encourage you to follow these rules.

While experience is the great teacher, we must learn from the past experience of others as well as from our own experiences. The rules which follow have been developed from the long experience of the American Railroads as well as from more than a century of operation of the Cog Railway. Learn these rules so the wisdom gained from the past through experience will help you prevent accidents without experiencing them. They are one part of the know-how which you need to do your job.

Obedience of the rules is essential to safety. Willingness to obey these rules is a condition of entering into service with the Cog Railway and staying with the Railway.

## General Rules

A. Employees whose duties are covered by these rules will be provided with a copy of these rules. Extra copies can be obtained at the Office.

B. Employees must be conversant with and obey the rules, the instructions for their jobs, and special instructions. If in doubt as to their meaning they must apply to the proper authority for an explanation. "Proper authority" as used in these rules shall be the Train Master or General Manager.

C. Employees must pass the required examinations before they may fill any job without immediate supervision.

D. Persons employed in any service on trains are subject to the rules and special instructions.

E. Employees must render every assistance in their power in carrying out the rules and special instructions and must report to the proper authority any violation thereof.

F. Accidents, failure in the supply of water or fuel, defects in track, bridges, signals, or any unusual conditions which may affect the movement of trains, must be promptly reported by radio or in person to the proper authority. Note of any verbal report will be made on daily written reports.

G. The use of intoxicants of any kind is prohibited. Any violation will result in immediate dismissal.

H. Employees on duty on passenger cars must be neat in their appearance.

I. Employees must make every effort to be courteous to passengers but first attention must be to the safe operation of the trains.

J. In case of danger to the Company's property, employees must unite to protect it.

K. Employees must exercise care to avoid injury to themselves or others by observing the condition of equipment and the tools which they use in performing their duties and when found defective will, if practicable, put them in safe condition, reporting defects to the proper authority. Employees must not stand on the track in front of an approaching engine or car for any purpose other than the performance of their duties and then only when absolutely necessary.

L. Each crew member must perform the duties to which he has been assigned by the General Manager. No change in duties shall be made except by authorization of the General Manager.

M. No employee shall assume responsibility for a job unless he has previously qualified for the job and has been assigned to the job by the General Manager.

***AUTHORIZED PERSONNEL ONLY***

1. Only authorized personnel will perform in, on, or around trains.
2. Only authorized personnel will ride in or on the engines, No customers or friends in the cab without special permission (a broken water glass would be extremely serious in a crowded cab).

***MOVING TRAIN***

1. Trains shall be moved only when a proper signal is given.
2. Trains moving through areas traveled by the public must have a trainman walk preceding the moving train. Note: At the Summit, Brakeman tightens one brake at the tank, dismounts at the beginning of the platform, walks the train to a stop and assists passengers from the train.
3. No one should be allowed to mount a moving train.
4. No one will be allowed to mount a train other than from the side and at the proper entrance - no mounting over the front rail of the car.
5. Train personnel will not run beside a moving train - (Brakeman will not run down to "the rock" at Skyline Switch to get aboard).

6. The brakeman is responsible for alerting the Engineer to any object or obstacle on the track while the train is in forward motion, i.e. improperly set switch.

7. The engineer and fireman are responsible for any object or obstacle in the track while the train is reversed, i.e. improperly set switch.

8. Lights will be used in the clouds and the brakeman must increase his attention to the track.

9. The trains will be run at a slow rate across all switches at all times.

10. Trains should not be run faster than necessary to give a smooth ride and make proper meets.

11. Proper distance will be maintained between trains at all times. Other than at the switches at least 700 feet on the ascent and at least 1000 feet on the descent bet ween trains, i.e. on descent - top of Long Trestle and Curve at the bottom-top of Jacobs and Halfway House-top of Cold Spring and where hill flattens out at Monkey Tree.

12. If the engine should pull away from the car, the Brakeman will :
    a. set the brakes
    b. drop the ratchet
    c. wait for the engine to return to the car

Note: A signal from the Brakeman that the ratchet is up and he is ready to proceed is a must when the engine is against the car again.

13. Ringing of the bell is the emergency signal for stopping the train.

14. A train crew consists of an engineer (in charge of train), a fireman and a brakeman. The engineer and fireman shall be in the cab while the train is under way except when the fireman is required to perform duties on the ground at switches and water tanks, and the brakeman shall be in the car at all times except when the ratchet is engaged and he is required to perform duties as other wise set forth.

15. Only assigned crew members, supervisory personnel or others specifically authorized by the General Manager will ride in or on the engines. Not over three crew members shall ride in a locomotive cab at one time except by specific written approval of the General Manager.

16. Engineers will take special care in moving through switches. Trains will be run at slow speed (not exceeding 1½ mph) across all switches at all times.

17. Trains ascending the mountain must stop before passing over a switch, following which the brakeman shall examine the switch. After he is satisfied the switch is properly set he will signal the engineer to proceed. The engineer shall cause the train to proceed through the switch at not exceeding slow speed. During the passage of the train the brakeman shall observe the movement of the train over the switch making certain that all parts are in proper condition, and to report any excessive movement or other condition indicating that maintenance attention should be provided.

18. All descending trains shall stop before passing over any switch and both the engineer and the fireman shall make a physical inspection, acknowledging to each other that it is properly set for passage. If found clear, passage through the switch shall be made at not exceeding slow speed. In the dark or fog the fireman shall walk through the switch and check it before allowing the engineer to move through it.

19. When a train is running with reduced visibility conditions under circumstances that it might be overtaken by a following train, a red flag shall be driven into the engineer's side of the track and the rear headlight shall be burning.

20. In the event a train is stopped on descent under these circumstances, the brakeman must secure the car and go up to twenty (20) trestle bents (240 ft.) with red flag. After stopping following train and advising crew of situation, or leaving red flag not less than fifteen (15) trestle bents (180 ft.) to the rear of his train, he will retur n to his train and advise dispatcher by radio.

21. In event train is stopped on ascent, fireman must go down twenty (20) trestle bents with red flag, stop following train, advise crew of situation, leave a red flag not less than 10 trestle bents 020 ft.) from the rear of his tender, and return to his engine.

22. Headlights must be displayed whenever there is any problem of visibility to allow others to be aware of proximity of trains.

23. Descending trains while under way s11all have a qualified engineer and fireman in their proper positions in the locomotive and a qualified brakeman stationed at the brake control in the car with no other duties to perform.

24. Each train shall be equipped with an engineer's tool box, brakeman 1s tool box, and a radio when operating on the mountain.

***MECHANICAL DIFFICULTY***

1. In case of mechanical difficulty passengers will remain on the train until other directions are given.

2. The mechanical difficulty or delay of a train will be reported at once to the Ticket Office.

3. No engine with serious mechanical difficulty will be moved without permission of the Master Mechanic, General Manager or Train Master.

4. All mishaps or passenger complaints of injury and/or damage to personal property will be reported immediately to the Ticket Office and pertinent information should be noted. (Brakeman should carry pencil and paper).

***PRECAUTIONS***

1. Engines and cars will be inspected by the engineer at the Base, water stops and Summit.

2. Use the yellow marks for stopping on or near switches.

3. Freight loaded on trains must be carefully placed so no injury or damage will occur.

4. No one shall throw coal or other objects around or near trains.

5. Broken windows will be completely removed if they present a hazard.

6. Care should be taken to remove spilled grease, oil and coal, as may slip. turn ankles and/or cause needless dry cleaning bills.

7. All fires on track and right-of-way must be extinguished at once and reported to Dispatch.

8. One man will be in the cab at all times on the mountain.

9. Brakes will be on and ratchet engaged at all times when stopped for greasing, repairs, etc.

10. The Brakeman will never leave the car unattended on the mountain.

11. Do not allow persons to dangle feet over the front platform.

12. Assist passengers whenever needed or necessary and caution them that this is a rough, rugged mountain which demands one's attention when walking.

13. Do not open the valve enough at the Base when taking water to cause the pressure to flip the hose out of the tender.

14. Do not throw water on the fire in the firebox without the blower on-then only with extreme care.

15. Do not wash the ash pan without the blower on-steam is generated when water hits fire and the steam will propel hot coal and ashes on you.

16. Treat every poker, shovel, valve, pipe as if it were "red hot" - burns account for may painful injuries.

17. Do not attempt to use any machinery that you have not been checked out on - and given permission to use.

18. Use great care when lifting. Report any and all injuries to the General manager or Train Master.

*REMEMBER: RULES SHOULD ONLY COMPLEMENT COMMON SENSE*

***CLOTHING AND GROOMING COUNT IN SAFETY***

1. Rugged, well built, steel-toed shoes will protect feet and provide sure footing.

2. Well fitting, clean, dungarees and cotton shirts will provide protection from hot cinders and steam.

3. A cap will help protect the head from burns, bruises, etc., and the cap visor will shade the eyes from cinders and sun to give a better field of vision.

4. A handkerchief properly tied or pinned about the neck reduces burns from cinders.

5. A warm jacket and rain gear will aid in keeping trainmen warm and dry, so they may perform efficiently and safely during the sudden and extreme weather change which occurs frequently on Mount Washington.

6. Gloves correctly fitted will protect hands and allow safe, efficient and accurate work around the boiler. Grease and oil soaked gloves are dangerous.

7. Short hair cuts and daily shaving are an advantage if the treatment of cuts and burns is necessary.

8. Frequent changing of socks and careful attention to washing and drying of the feet will prevent foot discomfort common to mountain men.

9. Hands and face should be washed frequently during the day.

*REMEMBER YOU ARE A RAILROAD MAN*
*DRESS LIKE A RAILROAD MAN - IT IS THE SAFE THING TO DO.*

## SPECIAL INSTRUCTION FOR ENGINEERS

***RESPONSIBLE FOR SUPERVISION***

1. The engineer will direct the work of his crew and is responsible for their failure to carry out their duties. The engineer will, when the train work is done, make his crew available for other work details.

2. The engineer will discuss and clarify the safety regulations and procedures with his crew.

3. The engineer will enforce all safety regulations.

4. The engineer will supervise his crew at the summit so they will in no way hinder the operation of the State Park. And he will make sure crew room is kept clean.

5. The engineer will see to it that his crew greases the Cog Rack once every two weeks and will follow the schedule established for that purpose.

***RESPONSIBLE FOR PREVENTIVE MAINTENANCE***

1. The engineer is responsible for all lubrication.

2. The Engineer will inspect the engine and car at all stops.

3. The engineer will keep all nuts and set screws properly tightened.

4. The engineer will maintain proper water level in the boiler at all times.

5. The engineer will not allow the spur gear to come in contact with cinders or dirt.

6. The engineer is responsible for the cleanliness of the train.

7. The engineer is responsible for punching and blowing his engine on the day he is on standby.

***RESPONSIBLE FOR MAINTENANCE***

1. The engineer is responsible for lubrication lines and fittings.
2. The engineer is responsible for cleaning the flues and smoke box.
3. The engineer will:
   a. replace and shim gibs as necessary
   b. replace and add packing as necessary
   c. keep cross-head bearings tight by adjusting the keys
4. The engineer will check that his engine is in proper working condition before attempting to depart from the Summit and will particularly see to it that all braking systems are in proper order on the engine and car. He will get the information from the brakeman on the condition of the car brakes and advise the brakeman of the results of his own inspection and test of the engine brakes.

***RESPONSIBLE FOR PROCEDURE***

1. The engineer will provide daily mechanical reports for the master mechanic.
2. The engineer will report all mechanical difficulties at once.
3. The engineer will have his brakeman call after a 5-minute wait at kyline or Waumbek switch if there is no sign of an approaching train.
4. The engineer will maintain his proper "spot" in the line-up, unless otherwise directed.
5. The engineer will secure the engine after the last run of the day.
6. The engineer will proceed through all switches at a very slow speed. When proceeding through switches on the way down the engineer will stop the train above the switch, and then the engineer and his fireman will both look at the switch before proceeding through it. They must both agree it is properly set before proceeding through it.
7. The engineer will make sure that the least possible amount of time is spent at the switches.

*AN ENGINEER MAY DELEGATE HIS WORK TO HIS CREW*
*BUT NOT THE RESPONSIBILITY FOR THAT WORK.*

***MANDATORY EQUIPMENT***

1. WATCH
2. UNIFORM
3. EAR PLUGS

***SUGGESTED EQUIPMENT***

1. RAIN SUIT
2. GLOVES
3. GOOD WORK BOOTS

***REQUIREMENTS***

1. Mature judgment, mechanical dexterity, knowledge of train operation and sound common sense.
2. Be qualified as a fireman and brakeman.
3. Have approval of the general manager to apprentice under an
4. Have been recommended by an engineer.
5. Understand maintenance requirements and pass mechanical examination to the satisfaction of the master mechanic.
6. Have demonstrated skill and knowledge of "running" under the supervision and to the satisfaction of the qualifying engineer.

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7. Be recommended to general manager by qualifying engineer.
8. Have passed rules examination to satisfaction of general manager.
9. Be approved for engineer's list by general manager.



## SPECIAL INSTRUCTIONS FOR FIREMAN

***RESPONSIBILITIES***

1. The fireman is responsible for maintaining proper steam pressure.

2. The fireman will be responsible for cleaning the ash pan and checking for any build-up of ashes which would damage the grates.

3. The fireman is responsible for filling the tender to the proper level at water stops.

4. The fireman will be responsible for trimming the coal in the tender and preventing the loss of coal by keeping the floor and apron clean while firing.

5. The fireman will be responsible for lifting and lowering the ratchet at the direction of the engineer. (Note: a ratchet is *never* dropped while an engine is in reverse motion.)

6. The fireman is responsible to and will assist the engineer in running a safe efficient train.

7. The fireman is responsible for steaming the train up in the morning.

8. The fireman is responsible for making sure the engine has extra grease, waste and cylinder oil on it.

9. The fireman is responsible for washing out the ash pan.

10. The fireman is responsible for filling the tender with water and coal.

11. The fireman is responsible for conserving coal.

12. The fireman is responsible for steam cleaning the engine once per day.

13. The fireman is responsible for keeping the engine greased.

14. The fireman is responsible for checking grease lines.

15. The fireman is responsible for punching and blowing the engine once per week.

16. The fireman is responsible for learning the basic elements of firing.

17. The fireman is responsible for helping the engineer punch and blow his engine on the day the crew is scheduled as standby.

***PROCEDURES***

1. The fireman will inform the engineer of any information which will aid the operation of the train.

2. The fireman will obey and help enforce safety regulations.

3. The fireman should strive to gain knowledge in the operation of the train and all cog procedures.

4. The fireman should know how to stop the train if an emergency should arise.

5. The fireman should learn the proper water levels which must be maintained in the boiler.

6. The fireman will assist with other work at the base when not needed on his train. He will inform his engineer when he is leaving the train for other work.

*EVERY GOOD ENGINEER WAS ONCE A GOOD FIREMAN*

***REQUIRED EQUIPMENT***

1. WATCH
2. UNIFORM
3. EAR PLUGS

***SUGGESTED EQUIPMENT***

1. RAIN SUIT
2. GOOD WORK BOOTS
3. GLOVES

***QUALIFICATIONS***

1. Have displayed an interest in train operations and learned about the operations.
2. Have approval from general manager to apprentice under a fireman.
3. Be qualified by a fireman and recommended by an engineer.
4. Have passed rules examination for fireman to the satisfaction of the general manager.
5. Be approved for fireman's list by the general manager.

**SWITCHMEN INSTRUCTIONS**

1. Throw switches.
2. Learn proper throwing technique.
3. Pick up trash in area around switch and along side of tracks.
4. Fill out switch reports.
5. Put out fires.
6. Block and level track area near you.
7. Keep platforms repaired.
8. Cut Brush alongside of tracks - Waumbek.
9. Pick up coal - put in pile for later use.

**SPECIAL INSTRUCTION FOR SHUTTLE ENGINEERS**

***RESPONSIBLE FOR SUPERVISION***

1. The engineer will direct the work of his crew. (The engineer will, when the train work is done, make his crew available for other work details.)
2. The engineer will discuss and clarify the safety regulations and procedures with his crew.
3. The engineer will enforce all safety regulations.
4. The engineer will see to it that the Shuttle Engine is constantly moving back and forth except when loading and unloading passengers. The Engineer should make a trip once every 15 minutes or less.
5. The engineer shall make sure the Shuttle Engine and Coach are cleaned inside and out at least 1 time per day.
6. The engineer will blow the whistle often as he is running up and down the track.
7. The engineer will familiarize himself with the history of the Cog and the workings of the Engine so if he is asked he can intelligently respond.

***RESPONSIBLE FOR PREVENTIVE MAINTENANCE***

1. The engineer is responsible for all lubrication.
2. The Engineer will inspect the engine and car at all stops.
3. The engineer will keep all nuts and set screws properly tightened.
4. The engineer will maintain proper water level in the boiler at all times.
5. The engineer will not allow the spur gear to come in contact with cinders or dirt.
6. The engineer is responsible for the cleanliness of the train.
7. The engineer will switch the shuttle on and off main line twice per day to take on water, coal, and wash out the ash pan. Such switching will be done as quickly as possible and between mountain trains coming and going.

***RESPONSIBLE FOR MAINTENANCE***

1. The engineer is responsible for lubrication lines and fittings.
2. The engineer is responsible for cleaning the flues and smoke box.
3. The engineer will:
   a. replace and shim gibs as necessary
   b. replace and add packing as necessary
   c. keep cross-head bearings tight by adjusting the keys

4. The engineer will check that his engine is in proper working condition and will particularly see to it that all braking systems are in proper order on the engine and car. He will get the information from the brakeman on the condition of the car brakes and advise the brakeman of the results of his own inspection and test of the engine brakes.

***RESPONSIBLE FOR PROCEDURE***

1. The engineer will provide daily mechanical reports for the master mechanic.
2. The engineer will report all mechanical difficulties at once.
3. The engineer will secure the engine after the last run of the day.

*AN ENGINEER MAY DELEGATE HIS WORK TO HIS CREW BUT NOT THE RESPONSIBILITY FOR THAT WORK.*

***MANDATORY EQUIPMENT***

1. WATCH
2. UNIFORM
3. EAR PLUGS

***SUGGESTED EQUIPMENT***

1. RAIN SUIT
2. GLOVES
3. GOOD WORK BOOTS

***REQUIREMENTS***

1. Mature judgment, mechanical dexterity, knowledge of train operation and sound common sense.
2. Be qualified as a fireman or brakeman.
3. Have approval of the general manager to operate shuttle engine.
4. Have been recommended by an engineer.
5. Understand maintenance requirements and pass mechanical examination to the satisfaction of the master mechanic.
6. Have demonstrated skill and knowledge of "running" under the supervision and to the satisfaction of the qualifying engineer.

## SPECIAL INSTRUCTIONS FOR SHUTTLE BRAKEMAN

***RESPONSIBILITIES***

1. The brakeman's first responsibility and concern is for SAFETY. He must be alert and ready to react to any situation.
2. The brakeman is responsible for watching the track and giving the proper signals for the trains safe progress.
3. The brakeman shall obey the engineer and in his absence the fireman.

4. The brakeman is responsible for the proper throwing of switches. He shall disembark and carefully flag his train through every switch when proceeding up hill.

5. The brakeman is responsible to learn the mechanical principles of the engine and car.

6. The brakeman is responsible for having a properly working radio aboard on all trips. He is responsible for the care of the radio as well.

7. The brakeman is responsible for proper passenger seating.

8. The brakeman is responsible for acquiring sufficient knowledge on of interest about the Cog Railway.

9. The brakeman is responsible for having clean windows, dusted seats and swept floors in his car.

10. The brakeman must be on the car to which he is assigned at all times and will talk to his guests unless he is going through a switch.

11. The brakeman is responsible for cleaning the outside of the coach once per day.

12. The brakeman is responsible for greasing the coach once each day.

13. The brakeman is responsible for checking the crew list each day after work to make sure there are no changes in the schedule.

14. The brakeman is responsible for cleaning up the area around the train stops when he is not doing any other designated job.

15. The brakeman is responsible for reporting all mechanical problems to the train master.

16. The brakeman will help the engineer, switch the shuttle on and off main line twice per day and help him take on water. coal, and wash out the ash pan. Such switching will be done as quickly as possible and between mountain trains coming and going.

17. The brakeman is responsible for helping the fireman and brakeman when requested to do so.

18. The brakeman is responsible for using the radio only when necessary and for company business only.

19. The brakeman is responsible for filing a report on the condition of his coach and any condition of the track noted during his days work at the conclusion of each day.

***HANDLING OUR CUSTOMERS, THE PASSENGERS***

1. The brakeman must be understanding and polite with passengers at all times. He must know how to talk to people in order to give them confidence in his ability and the railway operation.

2. The brakeman must aid passengers in getting on and off his coach.

3. The brakeman will answer questions and give a prepared speech (similar in content to the one attached) on the historical aspects of the Cog Railway while on the shuttle trip.

4. The brakeman will hand out property maps to all passengers and help them with directions.

5. The brakeman will obey and help to enforce all safety regulations.

6. The brakeman will report to Dispatch all passenger complaints, injuries and/ or damage to property.

7. The brakeman will be courteous at all times.

8. The brakeman will wear clean clothes at all times.

***PROCEDURES***

1. At Ammonoosuc Station and Marshfield Station the brakeman will load and/or unload passengers.

2. The brakeman will make sure that all passengers boarding the train have a valid admission ticket (except employees).

3. The brakeman will make sure that all passengers are seated while the train is moving.

4. The brakeman will relay all messages promptly and accurately.

5. The brakeman will prior to operation each day check the mechanical aspects of the car and will every day after work fill out a report noting any defects in the seats, windows, or mechanical workings of the coach.

6. The brakeman will assist with other work at the base when not needed on his train. He will inform his engineer when he is leaving the train for other work.

***REQUIRED EQUIPMENT***

1. WATCH
2. UNIFORMS
3. EAR PLUGS

***SUGGESTED EQUIPMENT***

1. GOOD BOOTS
2. RAIN SUIT
3. GLOVES

***QUALIFICATIONS***

1. Good judgment, mechanical understanding, good common sense.
2. Have approval from General Manager to apprentice under a Brakeman
3. Be qualified by a Brakeman and recommended by an engineer.
4. Pass rules examination for Brakeman to the satisfaction of General Manager.
5. Be approved for Brakeman's list by General Manager.

*SHUTTLE BRAKEMAN SPEECH*

SAY "ALL ABOARD" PRIOR TO DEPARTURE

Good _____ , ladies and gentlemen, welcome to the Mount Washington Cog Railway. The Cog Railway is the oldest mountain climbing train in the world. Construction of it was started in 1866 and it was completed July 3, 1869. In fact the engine which is now puhing us along was originally built in 1883 and the coach you are riding in was built in 1875. Both were built here in NH.

This railway was built by a native New Hampshirite by the name of Sylvester Marsh. His idea to build this railway earned him the ungratifying nickname of "Crazy Marsh". In 1866 the idea of building this railway I'm sure did appear crazy, but as we all know, there are close to 100 such railways in the world today. None are, however, as unique as the one you are riding on. This is the oldest, the steepest, the only one built on wooden trestlework along its entire distance and the only one entirely coal fired and steam powered.

I hope you enjoy your stay at the base, and if you are going to the summit, the ride up as well. Don't forget to visit the museum and antique steam display, our gift shop and restaurant. Thank you very much. You may have a map of the property as you disembark (hold up). Also remember your shuttle ticket is good for the ride up and back to Ammonoosuc station.

**SPECIAL INSTRUCTIONS FOR DISPATCH**

1. Keep dispatch building clean.

2. Maintain dispatch reports, i.e., keep reports as complete as possible, particularly weather information, if it changes note changes, if a delay occurs, state the reason and the length of the delay.

3. Check radios in and out on appropriate form.

4. Keep radios charged.

5. Make sure trains leave Base and Summit on time.

6. Keep passengers informed every 10 minutes in the case of delay.

7. Answer tourist questions.

8. If necessary aid in loading and unloading passengers.

9. Accurately relay messages.

10. Cause trains to meet efficiently with no delays.

11. Make sure brakeman reports, track reports, switch reports and engineer reports are filled out on a daily basis.

12. Report all refunds and the reasons therefore on dispatch report. Refunds only made with permission of general manager or train master.

13. If mechanical breakdown or delay due to mechanical problem, report only to general manager or train master. Do not discuss with train personnel.

14. Remember customer is always right so be polite at all times.

15. Collect one way down fares from Brakeman.

16. Sell Tickets when required to do so.
17. Keep trains on schedule.
18. Announce arrivals and departures of trains.
19. Coordinate movement of trains on Mountain.
20. Follow instructions of train master.

**TRACK FOREMAN INSTRUCTIONS**

1. Develop track repair program for entire summer.

2. Supervise track crew in manner which results in most possible wood going into track over course of summer.

3. Make emergency repairs as necessary.

4. Preparing Wood Order.

5. Running all day during spring, every morning during summer.

6. Keep time cards at a minimum of overtime.

7. Organizing work day in advance at least to make sure that anytime spent is not wasted.

8. Have crew pick up garbage and old wood in areas where working. Keep all members of crew working either on project at hand or picking up garbage and dead wood.

9. Make sure work train brings down load of bad wood every time (it) takes load up.

**Track Foreman Duties**

1. UNTIL MAY 15 ORGANIZE TRACK WORK FOR EVERY DAY IT IS NOT POURING OR SNOWING. NOT OVER 48 HRS.

2. MAKE SURE CREW AVAILABLE TO WORK ON DAYS WHEN WEATHER MEETS T HE CRITERIA SET FORTH IN 1.

3. IF WEATHER DETERIORATES SEND CREW HOME

4. FILL OUT DAILY TRACK REPORT DETAILING WORK PERFORMED AND FILE WEEKLY WORK REPORTS WITH GENERAL MANAGER.

5. BE RESPONSIBLE FOR ALL TOOL S.

6. PREPARE AN INVENTORY OF TOOLS ON WORK FL AT.

7. MAKE SURE ALL WOOD TAKEN OUT OR IN THE VACINITY[sp] OF A WORK AREA IS PICKED UP AND DUMPED OFF AT BASE AREA.

8. MAKE SURE WORK FLAT HAS ALL EQUIPMENT, FUEL, WOOD AND ANY OTHER EQUIPMENT OR MATERIALS ON IT BEFORE LEAVING WORK DAY BEFORE.

9. KEEP UP WITH WORK LIST PROVIDED GENERAL MANAGER.

10. MAKE SURE ALL WORKERS ARE PRESENT ON TIME READY TO WORK.

11. KEEP TRASH BAGS ON WORK FLAT AND PICK UP TRASH IN AREAS WHERE WORKING

**TOOL ROOM SUPERVISOR INSTRUCTIONS**

1. Organize Tool Room with aid of Master Mechanic.
2. Keep shop clean.
3. Keep tools picked up and in proper place.
4. Make complete list of all tools by number.
5. Keep tool room locked when not working.
6. Check tools in and out; note time out, tool taken, and person using.
7. Report all_tools not returned, who used, etc., to general manager.
8. Report all lost or stolen tools to general manager and circumstances surrounding loss or theft.
9. Help shop crew with repairs.
10. Keep supply room clean and organized.
11. Empty trash barrels on a regular basis.
12. Keep transfer ditch free of excess dirt. Help train personnel transfer engines and coaches.
13. Keep generator, and other equipment, tractors, welders, etc., full of fuel and oil and well greased.
14. Make sure only authorized personnel have access to tool room.
15. Keep running list of parts used and purpose.
16. Keep outside area around shop clean and raked clear of debris.
17. Cut up wood in pile for use in steaming engines.
18. Keep fire on engines in shop.
19. Notify master mechanic of tools and supplies needed.
20. Sign in and out as responsible for tools on shift.

**SPECIAL INSTRUCTIONS FOR SHOP PERSONNEL**

1. Keep shop area clean.
2. Keep trains and other equipment repaired.
3. Follow instructions of supervisor.
4. Return all tools to tool room.
5. Keep engines in shop for repairs banked at all times.
6. Help train personnel transfer engines and cars.
7. Make routine checks of engines in shop for routine maintenance to prevent breakdowns and down time.

8. Keep tools and equipment clean.

**Future Renovations**
**undated document**

IN THE MUSEUM FOR THE UPCOMING YEAR WE WILL CLEAN OUT THE BACK ROOM TEAR UP THE FLOORING AND REPLACE TIMBERS UNDERNEATH, LAY DOWN NEW FLOORING. IN THE OLD AREA WE WILL PLACE WOODEN PATENTS FROM PATENT BUILDING IN THE NEW SECTION WE WILL SHOW MODELS AND OTHER INFORMATION FROM THE MOST MODERN TECHNOLOGY THE SPACE SHUDDLE[sp] SPACE STATIONS EXPLORER VESSELS. SECTIONS FROM SOME FILMS.

NEXT YEAR WE WILL DEVELOP THE HIKER PARKING LOT INTO A GRAND PRIX RACING TRACK AND PURCHASE A FEW CARS FOR OPERATION

AS FAR AS FOR A FUTURE MUSEUM SOME CONSIDERATION WILL BE MADE AS TO USING THE SHOP/DORMITORY

THE POND AT THE BASE IF COMPLETED AND ADDITIONAL WATER SOURCE ADDED CAN BE USED FOR LITTLE MOTORIZED BOATS OR ANIMALS

WE STILL NEED TO TEST A FOUR WHEELER FOR USE IN GETTING TOOLS AND QUALIFIED PEOPLE UP THE TRACK QUICKLY

BALLOONS CAN BE SOLD ON THE BASE AS WELL

NEW BROCHURES SHOULD INCLUDE INFORMATION REGARDING THE $2.00 RIDE TO PROMOTE OTHER PEOPLE COMING TO THE BASE

A MAP OF BASE WITH THE DIFFERENT AREAS OF IMPORTANCE SHOWN THEREON SHOULD BE PRINTED 100,000 SHOULD SUFFICE

**Agiocochook, Incorporation**
**Application for USFS Land Occupation Permit**
**March 23, 1987**

Agiocochook Inc. do hereby apply for a permit *(as an Outfitter/Guide)* to occupy land within the White Mountain National Forest at the locations and in the manner indicated below:

Tuckerman Ravine from 4/1 to 5/31 - 60 people to provide transportation and guide service for skiing.

The following plan has been devised over a period of more than a year. We have reduced it to written form to provide documentary evidence to address the concerns voiced by interested parties. The plan formally addresses the concerns raised at two previous meetings held in Concord, NH and Laconia, NH in which the Fish & Game, Forest Service personnel, AMC, EMS and other organizations participated. *(Ed. Note: The permit application was submitted with the plan outlined earlier in the month at a news conference in Laconia with an addendum.)*

THE COG RAILWAY, INC.
ADDENDUM TO SAFETY PLAN
MARCH25, 1987

1. When the shadow covers the headwall, we will get all the people out of the east field.

2. We will call at noon Friday to check avalanche danger and we will not operate unless the avalanche danger is low, as reported to the general public by the Forest Service.

3. The last train will stay at the summit until all skiers are into the bowl.

**US Forest Service letter to Agiocochook, Inc.**
**Rejection of Outfitter/Guide Permit**
**March 31, 1987**

Dear Mr. Presby:

After · careful consideration of your outfitter guide permit application of March 23, 1987, we have decided not to issue a permit to Agiocochook, Inc. for the use of National Forest lands on Mt. Washington for guiding skiers to Tuckerman.

The permit denial i baed on two considerations:

First and foremost is our concern for the safety of the skiers. We feel that you have done a commendable job in attempting to respond to the many safety concerns as a result of our meeting. However, the unusual and unpredictable situations on the mountain carry inherent high risks that even the best made plans and the mot competent people may not be able to deal with. In the event of problems, search and rescue people could be placed in high risk situations also. I could not in good conscience approve your permit.

Second - the skiing experience at Tuckerman has traditionally been one where people walk in from the base carrying their equipment with them. Our objective is to protect that experience and avoid commercialization of winter activities on Mt. Washington and in Tuckerman Ravine.

Ranger Carr will return your application deposit under separate cover.

Sincerely, *Michael B. Hathaway* - Forest Supervisor

**Mount Washington Cog Railway**
**Base Station Master Plan**
**G.H. Trebor Associates**
**Spring 1987**

***Goals***

To develop the base station area into an attractive park like setting. To maintain the historic - rustic quality of the site without forfeiting passenger comfort during pre-ascent. To move passengers around the site with a minimum of stress and confusion. To better define use areas and separate movement systems. To maximize the use of the land resource to better fulfill the corporate goals and objectives.

***Specific Issues***

Parking area conditions and construction.
Definition of vehicular ways and pedestrian systems.
On site water resource development.
Signage systems and design.
Site amenities and creature comforts.
Shade trees, plantings and vegetation.
Slope stabilization.
Accessibility of future development areas and integration of those areas into present systems.
Assessment of underutilized land.
Screening, vistas and views.

***The Plan***

Site analysis - notation of all site conditions and opportunities.
Site use input - conferences with the partnership to determine goals, objectives and future use plans.
Development of a total site development plan showing various improvements and use recommendations.

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***The Product***

A total site Master Plan at an appropriate scale to show generalized information on site development.
Specific use area details as necessary to show details, dimensions and design information.
A narrative report dealing with site related construction - implementation issues.

***Timeframe***

August - October consultant availability.

*Preston S. Gilbert* / Site-Recreation and Development Planning

**Jack Middleton Letter to Wayne Presby**
**RE: Water Tank Remains**
**April 16, 1987**

Dear Wayne:

It was great to talk with you the other day on the telephone and hear all of your plans for the Cog this summer. It certainly sounds as if the Cog will be in the best shape this summer than it has been for many, many years.

As I understand it your crew is going to clean up the old water tank and bring the remains to the base. If you just have them pile them near the tracks some place, I will come up as soon as possible and remove the materials. I have a one-ton four wheel drive truck which probably can take all of that in one load.

Many thanks for your help. Please give my best regards to Joel.

Sincerely yours ,

Jack B. Middleton

**Wayne Presby Letter to Wick Warrick - Kendall Insurance, Inc.**
**RE: Mount Washington Cog Railway**
**May 6, 1987**

Dear Wick:

Enclosed you will find the information you requested from me regarding the railroad liability insurance. I am sorry it has taken so long to get this information to you. I filled out the information on the application page and left the rest blank. I hope this is all you need immediately. I will assist you in any manner necessary. I would like to reiterate that we have tried to deal with this company *(ESP Administrators)* in the past and the only way they would insure us was if we hired their railroad inspector, George Burdick. It is my understanding that George Burdick wanted to own the railroad very badly and I do not feel that he is impartial in regard to our operation. In fact I do not feel he is at all willing to give us credit for the accomplishments we have made. He was employed by the railroad for several years during a period in which it declined rapidly, although I do not believe the decline can be attributed to him, his hands were probably tied by past owners. Although I have respect for George Burdick's knowledge of the operation, I do not agree with the operating decisions he has been credited with nor with the pace at which things were accomplished while he was at the railroad. We have accomplished more in our very short tenure then others with 10 times our tenure.

I would like to thank you Wick for the great job you did for us this spring on the ski train venture. There was a little tension from time to time due to deadlines but you handled your end well and I greatly appreciate it. It is too bad that this thing didn't pan out the way we wanted it to. I can only say the battle is not over and hopefully next year the snow will be better. A large section of the ravine collapsed as a result of the rain and the skiing their has suffered as a result. I climbed the mountain yesterday and you could see the people skiing down in spite of the problems.

Thanks again, and feel free to call me if you have any quest.ions.

Very truly yours, *Wayne W. Presby II*

**Jack Middleton Letter to Wayne Presby**
**RE: Washburn Aerial Photo of Base**
**May 4, 1987**

Dear Wayne:

Enclosed please find a photograph of the base area which Brad Washburn gave me a few years ago. I found it going through some old materials and thought you might be interested.

Best regards.

Sincerely yours,

Jack B. Middleton

**Wayne Presby Letter to Jack Middletown**
**RE: Washburn Aerial Photo of Base**
**May 6, 1987**

Dear Jack:

Thanks very much for the aerial photograph. I believe it may be of help to me in preparing our 5 year site plan. We will be taking the tank down during the month of June and I will contact you as soon as it is ready for you to pick up.

The stakes indicating where the electric poles are to be placed have been set along the length of the Base Road. And two weeks ago I met with representatives from Simplex Wire and Cable Company regarding the line to the summit. So far everything appears to be going well. I had hoped to have a meeting among all the interested parties this week but Simplex will not have their proposal ready till the end of the month. I would like to get the power line to the summit in place this fall if possible. Two more new boilers are arriving this coming week and if all goes well they will be in place and ready to roll by June 25.

I understand that you completed a title report on the property at the Summit. I was reviewing a title opinion I received and trying to determine if the TV Station was ever given an easement to run fuel pipes up our track or to use the track as a ground for their power station. Currently there are pipes running up our track from the tank farm and several ground wires are attached to both rails. I could not find anything granting them permission to do this. If you know of some conveyance or agreement granting them permission to do this would you please let me know.

Very truly yours,

Wayne W. Presby

Wayne W. Presby, II, Esq.

**Weekend Train & Work Schedule Memo**
**May 8, 1987**

**To:** Food Service, Gift Shop, Tickets and Train Employees
**From:** Wayne Presby, Acting General Manager
**Re:** Weekend Train and Work Schedule

As you are probably aware this is one of the earliest operating days of any season the cog has been in existence. I do not expect to be bombarded with hords[sp] of people but I would like to take up those who wish to go this Weekend.

We will be running two trains on Saturday one will leave promptly at 12:00 P. M. and the other at 2:30 P. M. Please have the first train sitting at the stand pipe at 11: 00 A. M. If the train is at the stand pipe early anyone wandering around will know that the train is here and ready to go. Having the train right there helps us to sell tickets.

If the train is ready to go or your work is completed and you have free time please use it productively. Pick up trash, clean the track out at the bunker, do anything to help the effort. All of your work will help us get ready for the major season and all of your help will be appreciated.

On Sunday the schedule will be the same for the most part except trains will leave at 1:00 and 3:30. Have the train at the stand pipe at 12:00.

If we find that Saturday is unusually busy we may have another train ready for Sunday and two crews will be on.

We have a portable toilet at the summit. Unlock it when you get to the top and lock it when you leave.

Make sure the passengers know none of the facilities are open.

Make sure all the passengers get back on the train unless they have decided to walk down.

Thank you for taking the time to read this and listen to me talk. Have a nice day the weather forecast was for temps in the seventies.

**Wayne Presby Letter to White Mountain National Forest**
**RE: Appeal of Denial of Guiding Permit for Agiocochook, Inc.**
**May 11, 1987**

Dear Mr. Hathaway:

I am writing to you to request that you change your decision rendered on March 31, 1987, denying Agiocochook, Inc., a permit to guide skiers on National Forest lands on Mt. Washington. Your decision has the result of preventing us from putting into effect a safety plan which you were instrumental in helping us to devise. We would like you to issue a permit to Agiocochook, Inc., to enable us to guide people, station first aid personnel and equipment on National Forest lands.

Agiocochook, Inc., is a New Hampshire Corporation specializing in the tour business. It is owned by Joel J. Bedor, a New Hampshire resident and certified public accountant, and Wayne W. Presby, also a New Hampshire resident, and a licensed attorney in New Hampshire. Joel Bedor and Wayne Presby are also the owners of the Mount Washington Cog Railway which is the oldest mountain climbing train in the world. It took its first passengers to the summit of Mount Washington on July 3, 1869.

Agiocochook, Inc., proposed to take skiers to the summit of Mount Washington via the Cog Railway to enable them to ski down Tuckerman's Ravine. The railway goes up the western slope of Mount Washington to its summit. From there skiers would ski down the eastern snow fields, traverse across the alpine gardens to the Headwall of the Ravine and ski down to Route 16, where they would be picked up by motor coach and transported back to the base of the railway.

Tuckerman's Ravine is a natural bowl located on the eastern slope of Mount Washington. The prevailing westerly winds blow the snow from the western side of the mountain over the top allowing it to collect in the Ravine. Snow depths range up to 125 feet. The vast quantities of snow which collect insure skiing into early summer. Therefore Tuckerman's is a mecca for spring skiing. On a nice day over 3000 people have been counted making the climb into the ravine. It is estimated that over 30,000 people go into the ravine each year. Tuckerman's is also known as the steepest natural slope in the east. There is a man made slope at Lake Placid which

was built for the Olympics. It is equally as steep and there are many slopes throughout the west at many ski areas which are even steeper.

Mount Washington is the highest peak in the northeast with an elevation of 6288 feet. It is a major tourist attraction the year round. The summit is a major broadcasting point for several communication networks. It is serviced by a railroad on one side and a road on the other. The road and the railroad have existed since 1870. The peak is also renowned as having the worst weather in the world by virtue of the 231 mph wind recorded there. The highest wind recorded on Cannon Mountain, a nearby ski area, was 206 mph.

Traditionally the most utilized method of transport into the ravine has been on foot. But for decades, the Cog Railway has taken skiers up on its trains. The auto road, which goes up the east side of the mountain, has taken skiers up in its vans or allowed them to drive up in their cars. Both of these companies allowed skiers to use their facilities after they opened for the season. In addition to the foregoing, there is a helicopter service which has operated for seventeen years which has hauled passengers to the summit for ski ventures.

Agiocochook, Inc., proposed to transport skiers via the Cog Railway to the summit of Mount Washington for the purpose of skiing the eastern snow fields and Tuckerman's Ravine. The service was to operate each weekend beginning April 4, 1987. The trip was advertised for experts only and was by reservation only. Anyone attempting to make a reservation was questioned extensively about their skiing ability. Particularly they were asked how old they were, how long they had been skiing, where they had skiied before, etc. Interestingly enough 95% of those who actually made reservations for the trip had in fact skied Tuckerman's before. Once a reservation was made confirmation of the reservation was made in writing. Along with the confirmation was a list of suggested equipment to bring on the tour.

Anyone making a reservation were asked to give both work and home phones so that they could be contacted quickly to notify them of cancellation. The tour was only to take place if 1) The temperature was above freezing, 2) the wind was not blowing more than 45 mph, 3) it was not snowing or raining, 4) avalanche danger was low, and 5) the Safety Supervisor felt it was safe to operate. Anyone making a reservation was notified that the ski tour could be cancelled the morning set for departure if weather conditions were not within these parameters.

Weather conditions were to be tracked on a daily basis beginning each week on Wednesday. During the days on which the operation was running hourly checks were to be made. In addition to the weather research, the plan called for the establishment of a ski patrol and safety equipment caches at various places on the mountain. The ski patrol was to be headed by the Safety Supervisor, Michael Pelchat. Michael Pelchat has exceptional qualifications. He has been a member of the Professional Ski Patrol Association for 10 years; an Emergency Medical Technician and Coordinator for 8 years; Member of the American Alpine Club; Member of the Randolph Mountain Club; Member of the Gorham Ambulance Service; Member of the North Country Board of Emergency Medical Service; Member of the Mountain Rescue Service; Leader of an expedition which climbed Mt. McKinley; Leader of two expeditions to the Eastern Arctic; Technical rock climber and ice climber for 12 years. The duties of the Safety Supervisor were to decide whether or not ski conditions on Mt. Washington were suitable for operation on any given day, and to postpone or cancel ski tours as weather or snow conditions warranted; assemble and supervise six or more mountain patrollers who would assist skiers in skiing down Mt. Washington and to form a completely independent recuse team; to supervise all rescue operations and coordinate with other agencies operating on Mt. Washington. A primary focus of the rescue personnel working for the enterprise was to aid anyone in need of help or assistance regardless of how they got on the mountain. The other members of the ski patrol were to have similar mountaineering, skiing, and emergency medical qualifications. A copy of the specifics of the Safety plan are enclosed as Appendix A.

Several concerns regarding the operation of the Ski Train were raised at various meetings between you and other interested parties, all of which we addressed and which we believe addressed adequately. One of the first concerns raised was in regards to the operation of the train itself. Clearly this is not within the jurisdiction of the National Forest and should be given no consideration by you in reaching your decision. The operation of the train in the time period specified was approved by the New Hampshire Department of Transportation which has over seen our operation for probably fifty years. The gentlemen which reviewed this operation is Walter King and he has vast experience regarding the train operation. I might also add that Ski Trains are not com-

mon on Mt. Washington but they are very common throughout Europe. You will note in Appendix B a copy of some information sent to me by Swiss Locomotive Works. This information (see circled area) indicates that mountain climbing rack locomotives do take up skiers, justifying the need for built-in ski racks. We did in fact operate trains during the period we indicated without incident, in fact we have done so for the last two years, and this year we began hauling passengers April 25. Every year we have trains out on the mountain during April doing routine track work. Rack locomotives in Europe operate year round.

The Cog Railway is proud of its safety record which is one of the best in the industry and it has the longest history of service. We would like to continue this record and to conduct this operation in the manner we know will result in the greatest possible margin of safety. And if your concern is truly safety of the skiers using Tuckerman Ravine then you will approve our plan so that we may be able to assist everyone who wishes to ski Mt. Washington including our own passengers.

Concern was also expressed about the vast amounts of money and time spent rescuing injured people in the White Mountains. It was felt that our operation would increase that already great burden. On April 5, 1987, in the *Boston Sunday Globe,* Page 8 of the New Hampshire Section there was an article which stated that the amount of time, effort and money spent on such rescues was in fact minimal and was expected to decrease. (See Appendix C). The fact is that even with over 30,000 people going into the Ravine each year there are no more than 6 safety personnel on duty at one time. Four of which are volunteers and from what I understand do not always show up. Our best estimate of the number of people which would have used our service was 1500. Of those 1500, no less than 50% would have gone to the Ravine anyway. Our patrol would have been comprised of at least 6 full time personnel. So while we only increased the total numbers by two and one-half percent we would have increased the number of safety personnel by more than 100%.

In a public meeting held with the NH Fish and Game Department where the safety plans were made public, Maj. Mason Butterfield, the head of the Fish and Game Department is reported as having told a *Boston Globe* Correspondent, "They've done their homework and they've done a good job." The NH Fish and Game Department is responsible for rescue operations on the Summit of the Mountain.

Skier safety was cited as your first and foremost concern in your letter denying our permit. Yet, you are quoted in the *Coös County Democrat* as having indicated that our plan would have increased the safety of the general public using the ravine. Obviously if our plan would increase safety in your opinion and safety is your primary concern, we should be allowed to operate with our safety plan in effect. Your letter of denial went on to say "However, the unusual and unpredictable situations on the mountain carry inherent high risks that even the best made plans and the most competent people may not be able to deal with." If this is true, then the area should be closed down to all skiers. I do not feel that this is true, and obviously it isn't, because the helicopter service has operated for seventeen years without an incident.

One of the greatest concerns voiced was the extremes of weather encountered on Mount Washington. Our plan called for operation on only the best of days and with constant weather checks while in operation. I will grant that the weather does change quickly on Mount Washington but it does so throughout the Northeast. It does not take long for a skier to get off the cone of the mountain, so evacuation during rapid weather changes as our plan called for, could be carried out within 5 minutes. When the ski race known as the inferno was held at Mount Washington, skiers made it all the way from the summit to Route 16 in less than 4 minutes. The three quarters of a mile which would have to be skied, to get down below the lip of the Ravine to cover would take most expert skiers less than 2 minutes and no more than 4. Radio communications all over the mountain would help facilitate any evacuation needed for weather reasons.

Concerns were raised regarding how skiers were to be screened to insure they were experts. In addition to the questions asked when they were making reservations, we intended to have on sight review of skiers to determine if they were capable of skiing the terrain. This was to be done while they were skiing the snow fields by the ski patrol. Currently, no one is stationed in the Ravine who makes any kind of review of a hiking person's ability.

Many of these concerns were advanced by the Appalachian Mountain Club. You indicated because of your lack of knowledge of skiing it was necessary for you to rely on this group and others to advise you on this issue. The primary respondent for the Club was Michael Torrey, who personally communicated to me he was

not a skier. Only an expert skier can give you an appropriate indication of what other expert skiers can safely ski down. Michael Pelchat is such a skier and he indicated that this operation could be carried out safely. In addition I find it hard to believe that the Appalachian Mountain Club could have any real objection to use of the train by Tuckerman's bound skiers, when the Cog Railway is recommended as a means to get to the top and ski the cone in the 1983 AMC White Mountain Guide on Page 24.

Another concern was raised regarding how anyone who rode to the top would get down if they "chicken out" at the lip of the Ravine. We countered this concern in several ways. If someone was afraid to ski down the Ravine, the patrolman stationed at the Lip with a safety harness and 300' of mountaineering rope, would lower them down on bole until they got to a point where they felt comfortable skiing. At that point they would remove the safety harness and the patrolman would pull it back up to use again. If the person just felt the lip was to steep, he would be shown another slope to get down which was less rigorous. If the person couldn't go down at all he would be directed back to the summit where the train would take him back. A concern was also raised that it would be too difficult to walk in deep snow with ski boots on because one would be walking in snow up to their waist. However, if the person had their skis they could side step up on skis and then they wouldn't have to worry about falling up to their waist in the snow. If a person wasn't strong enough to climb they could walk, with their skis on, to the six mile marker on the auto road, and there they could be picked up by the observatory snow cat (which we had contracted with to help us in making rescues). And last but not least, we could call the helicopter service to take the person down.

Concerns were raised regarding the fact that hiking weeds out the prepared from the unprepared by virtue of the strength needed to climb. A person may be strong enough to climb but that does not give him the ability to ski the terrain he will encounter skiing down. Michael Torry has climbed Tuckermans but he has never skiied it. Skiing technique is necessary in skiing the Ravine not strength alone.

Another concern revolved around skiers coming up on the train being unfamiliar with the snow conditions and the terrain. Our patrol, which would be alternating between skiing and manning safety points, would be intimately familiar with the ski conditions on any day and would communicate this to all skiers. At any ski area you go to, you may end up skiing down a slope you did not see on the way up and one that has not been groomed like. the ones under the chair lift you were riding. The difference between an expert skier and a novice or intermediate skier is their ability to ski down all types of terrain in all types of conditions. This has not been a problem for the helicopter service.

Obviously the AMC who voiced the concern over not being able to see what you will be skiing down if you take the train, did not hold that opinion when they wrote their *AMC Guide*. The AMC also voiced concerns about being able to ski the summit cone. Their *Guide* recommends the use of the train to get to the summit cone for skiing. In addition the guide indicates on page 24 that Mount Washington offers skiing for all levels of skier.

In your letter denying our permit you also stated that the skiing experience at Tuckerman has traditionally been one where people walk in from the base carrying their equipment with them. Obviously this is true for the majority of people but not all. In the last twenty years thousands of people have also made their way in to Tuckerman using the helicopter service, the auto road and the train. We are not commercializing Mount Washington, someone else did that over 100 years ago. Mount Washington has been a major tourist attraction for over a century. Both the Auto Road and the Railway have existed since 1870. In addition their are people on the summit year round who operate the tv station, the radio station and the observatory. These people get up and down the mountain using snow cats. The Appalachian Mountain Club makes commercial use of the mountain as well, they charge people to stay in the hut system and for the food they eat. All of the supplies they use are air lifted in. In fact the Pinkham Notch Camp is a major commercial area in the winter for the AMC. They rent rooms, sell food, T-shirts and all kinds of other things. I don't feel it is fair that you allow them to conduct commercial activities in the winter and deny us the opportunity.

I find it difficult to reconcile the White Mountain National Forest allowing several ski areas to exist on their property throughout New Hampshire, and yet deny us the ability to provide safety personnel and rescue equipment to our passengers and anyone else using National Forest Land. The Ski areas which exist on government land cut trails and erected lifts. All of these operations are conducted with your blessing. To build those areas,

major changes were made to the scenic and natural surroundings. Our enterprise envisions no such changes to the scenic or natural surroundings. The lift is already there and the slope was made by mother nature. How can this operation be any more damaging to the wilderness than the proposed 34 slopes and 8 lifts Loon Mountain wants to build on 750 acres of government land. The land I want to use, to put safety personnel and safety equipment on, will not be damaged in any way and is already being used by skiers. In fact it is already advertised as a ski area on your National Forest Maps.

From the very beginning of our proposal to operate this venture we were led to believe that if we met all of the concerns and conditions placed on us a permit would be granted. When I first wrote to Ranger Carr requesting a permit application I was told how simple it was. The next thing I know I got a call raising the Insurance requirement from 300,000 to 1,000,000 and I was requested to file a comprehensive safety and operation plan. In reviewing the permits you have given to various other operations, such as snowmobile rentals, and ski races, no such insurances were required and no safety plans filed. Why was I required to do what no one else was required to do. In addition Ranger Carr indicated to my partner Joel Bedor, in one conversation, that we had met all the requirements for a permit to be issued. They also agreed on the price to be charged for the permit and a check was issued.

Obviously like the helicopter service, which utilizes no guides, no safety personnel and has no permit we could conduct this operation without a guiding permit. However we feel that it would be better for you to issue us a permit for our operation as outlined. This would give you the ability to police our operation in effect. By virtue of the fact that if we did not comply with the terms of the permit it could be revoked. In addition it would save the Federal Government money because our rescue personnel would undoubtedly respond to emergencies which you would normally be involved in.

We feel that it is discriminatory for you to select who may conduct commercial activities on government land. Why is it alright for Loon Mountain and Wildcat and god knows how many others to have ski operations on government lands and deny us the same opportunity. Particularly when a ski area already exists there. We cannot find any logic in the decision which was made. We were told we met all the requirements and in your letter of denial you stated "We feel that you have done a commendable job in attempting to respond to the many safety concerns..."

In addition we do not find that the denial of our for outfitter guiding falls within the perameters[sp] of those set forth under the United States Code, Title 36, Chapter II, Section 251.54. Under that section it clearly states that an application may be denied if the authorized officer determines that:

(1) The proposed use would be inconsistent or incompatible with the purpose(s) for which the lands are managed, or with other uses; or

. (2) The proposed use would not be in the public interest; or

. (3) The applicant is not qualified; or

. (4) The use would be otherwise inconsistent with applicable Federal and State laws; or

(5) The applicant does not or cannot demonstrate technical or financial capacity.

The reason expressed in your letter of denial does not fall in any of these categories and is not in the specific language of the regulation.

In addition we do not feel that this decision was rendered in an impartial manner. Key figures in your office, particularly Ned Therrien made public statements in regard to our proposal indicating his disapproval prior to your rendering a written or oral decision and after we had agreed that no such statements were to be made. It is my understanding that all information regarding permit application is to be kept confidential until such time as a decision has been rendered (See appendix E).

Again we would like to reiterate that we are willing to work with you in this endeavor. We will make any changes in our operating plan which you feel are necessary to address the concerns of any interested party. Our only request is that you reconsider the denial of our permit and give us an opportunity to conduct this operation in the manner devised. We feel it will add to the safety of all skiing in Tuckerman Ravine and on Mount Wash-

ington. Thank you for taking the time to consider this appeal.

Very truly yours, *Wayne W. Presby* - President, Agiocochook, Inc.

**Hodge Boiler Works Letter to Wayne Presby**
**RE: Two New Boilers**
**May 13, 1987**

Mt. Washington Railway
Route 302 Bretten Woods
Mt. Washington, NH 03589

Attention: Mr. Wayne Presby
Reference: Purchase Order #000934

Gentlemen:

Enclosed please find one copy each Form P-2 for the two Locomotives recently manufactured under referenced purchase order, Mfg's Serial No. 474-1, and 474-2.

If you have any questions regarding these reports, please do not hesitate to call on us.

Very truly yours,

John R. Chevalier

John R. Chevalier, P.E.
QC & Engrg Mgr

**FORM P-2 MANUFACTURERS' DATA REPORT FOR ALL TYPES OF BOILERS**
**EXCEPT WATERTUBE AND ELECTRIC**
**As Required by the Provisions of the ASME Code Rules**

1. Manufactured by THE HODGE BOILER WORKS 111 Sumner St., East Boston, Mass. 02128 (Name and address of Manufacturer)
2. Manufactured for Mt. Washington Railway Co., Mt. Washington, NH 03589 (Name and address of purchaser)
3. Location of Installation Mt. Washington Railway Company, Mt. Washington, NH 03589 (Name and address)
4. Type Locomotive (HRT, etc.) Boiler No. 474-1 (Mfgr's Serial No.) — (CRN) 0-474 Rev. 1 (Drawing No.) 2614 (Nat'l Board No.) Year Built 1987
5. The chemical and physical properties of all parts meet the requirements of material specifications of the ASME BOILER AND PRESSURE VESSEL CODE. The design, construction, and workmanship conform to ASME Rules, Section I, 1986 (Year) and Addenda to 1986 (Date).
Manufacturers' Partial Data Reports properly identified and signed by Commissioned Inspectors are attached for the following items of this report: None (Name of part, item number, mfgr's name and identifying stamp)
6. Boiler Shells or Drums: No. 1 Dia. 3'-11" Length 6'-3" Dia. — Length —
7. Shell Plates SA-515-70, ½" thick (For each Shell or Drum state: Material Specification No. & grade, nominal thickness)
8. Longitudinal Joint(s) Welded Dbl Butt (Seamless, Welded) Joint Efficiency 90% (As compared to Seamless)
9. Heads SA-515-70, ½" thick, Flat (Material Specification No.; Thickness—Flat, Dished, Ellipsoidal—Radius of Dish)
10. Girth Joint(s) Welded single butt (Seamless, Welded) No. of Shell Courses 1
11. Tubesheet SA-515-70, ½" thick (Mat'l Spec., Grade, Thickness) Tube Holes 1¼" (Dia.)
12. Boiler Tubes: No. 217 SA-178 (Mat'l. Spec., Grade) straight (Straight or Bent)
Dia. 1¼" Length 6'-3 3/8" (If various, give max. & min.) Gauge 12 ga. (or thickness)
13. Furnace No. 1 Size 38½"x57½" (O.D. or W x H) Length, each section — Total 34"
Type Stayed (Plain, Adamson, Ring Reinforced, Corrugated, Combined or Stayed)
SA-515-70, ½" thick (Mat'l Spec., Grade, Thickness) Seams: Type Welded single groove (Seamless, Welded)
14. Staybolts: No. 183 Size 1¼" dia., SA-36, no telltale, 1.227 sq. inches (Diam., Mat'l. Spec. Grade, Size Telltale, Net Area)
Pitch 6 15/16" max. (Hor. and Vert.) Max. AWP 200 psi.
15. Stays or Braces : all stays 1¼" dia.

| Location | Material Spec. No. | Type | No. & Size | Max. Pitch | Total Net Area | Fig. PFT-32 L/l | Dist. Tubes to Shell | Area to be Stayed | Max. A.W.P. psi. |
|---|---|---|---|---|---|---|---|---|---|
| (a) F.H. above tubes | SA-36 | Diag. | 10 | 6 3/4 | 12.27 | 1.41 | 20" | 617 | 211 |
| (b) R.H. above tubes | SA-36 | Diag. | 16 | 6 3/4 | 19.6 | 1.41 | 20" | 868 | 211 |
| (c) F.H. below tubes | | | | | | | | | |
| (d) R.H. below tubes | | | | | | | | | |
| (e) Through stays | | | | | | | | | |
| (f) Dome braces | | | | | | | | | |

16. Other Parts. 1. Dome 2. — 3. — (Brief Description—i.e. Dome, Boiler Piping, etc.)
1. SA-515-70, 25" I.D., ½" Thick, 615 PST
2.
3. (Mat'l. Spec., Grade, Size, Material Thickness, Max. AWP)

**FORM P-2 MANUFACTURERS' DATA REPORT FOR ALL TYPES OF BOILERS**
**EXCEPT WATERTUBE AND ELECTRIC**
**As Required by the Provisions of the ASME Code Rules**

1. Manufactured by THE HODGE BOILER WORKS 111 Sumner St., East Boston, Mass. 02128 (Name and address of Manufacturer)
2. Manufactured for Mt. Washington Railway Co., Mt. Washington, NH 03589 (Name and address of purchaser)
3. Location of Installation Mt. Washington Railway Co., Mt. Washington, NH 03589 (Name and address)
4. Type Locomotive (HRT, etc.) Boiler No. 474-2 (Mfgr's Serial No.) — (CRN) 0-474 Rev.1 (Drawing No.) 2615 (Nat'l Board No.) Year Built 1987
5. The chemical and physical properties of all parts meet the requirements of material specifications of the ASME BOILER AND PRESSURE VESSEL CODE. The design, construction, and workmanship conform to ASME Rules, Section I, 1986 (Year) and Addenda to 1986 (Date).
Manufacturers' Partial Data Reports properly identified and signed by Commissioned Inspectors are attached for the following items of this report: None (Name of part, item number, mfgr's name and identifying stamp)
6. Boiler Shells or Drums: No. 1 Dia. 3'-11" Length 6'-3" Dia. — Length —
7. Shell Plates SA-515-70, ½" Thick (For each Shell or Drum state: Material Specification No. & grade, nominal thickness)
8. Longitudinal Joint(s) Welded Dbl Butt (Seamless, Welded) Joint Efficiency 90% (As compared to Seamless)
9. Heads SA-515-70, ½" Thick, Flat (Material Specification No.; Thickness—Flat, Dished, Ellipsoidal—Radius of Dish)
10. Girth Joint(s) Welded single butt (Seamless, Welded) No. of Shell Courses 1
11. Tubesheet SA-515-70, ½" Thick (Mat'l Spec., Grade, Thickness) Tube Holes 1¼" (Dia.)
12. Boiler Tubes: No. 217 SA-178 (Mat'l. Spec., Grade) straight (Straight or Bent)
Dia. 1¼" Length 6'-3 3/8" (If various, give max. & min.) Gauge 12 ga. (or thickness)
13. Furnace No. 1 Size 38½" x 57½" (O.D. or W x H) Length, each section — Total 34"
Type Stayed (Plain, Adamson, Ring Reinforced, Corrugated, Combined or Stayed)
SA-515-70, ½" Thick (Mat'l Spec., Grade, Thickness) Seams: Type Welded single groove (Seamless, Welded)
14. Staybolts: No. 183 Size 1¼" dia., SA-36 no telltale, 1.227 sq. inches (Diam., Mat'l. Spec. Grade, Size Telltale, Net Area)
Pitch 6 15/16" max. (Hor. and Vert.) Max. AWP 200 psi.
15. Stays or Braces : All stays 1¼" dia.

| Location | Material Spec. No. | Type | No. & Size | Max. Pitch | Total Net Area | Fig. PFT-32 L/l | Dist. Tubes to Shell | Area to be Stayed | Max. A.W.P. psi. |
|---|---|---|---|---|---|---|---|---|---|
| (a) F.H. above tubes | SA-36 | Diag. | 10 | 6 3/4 | 12.27 | 1.41 | 20" | 617 | 211 |
| (b) R.H. above tubes | SA-36 | Diag. | 16 | 6 3/4 | 19.6 | 1.41 | 20" | 868 | 211 |
| (c) F.H. below tubes | | | | | | | | | |
| (d) R.H. below tubes | | | | | | | | | |
| (e) Through stays | | | | | | | | | |
| (f) Dome braces | | | | | | | | | |

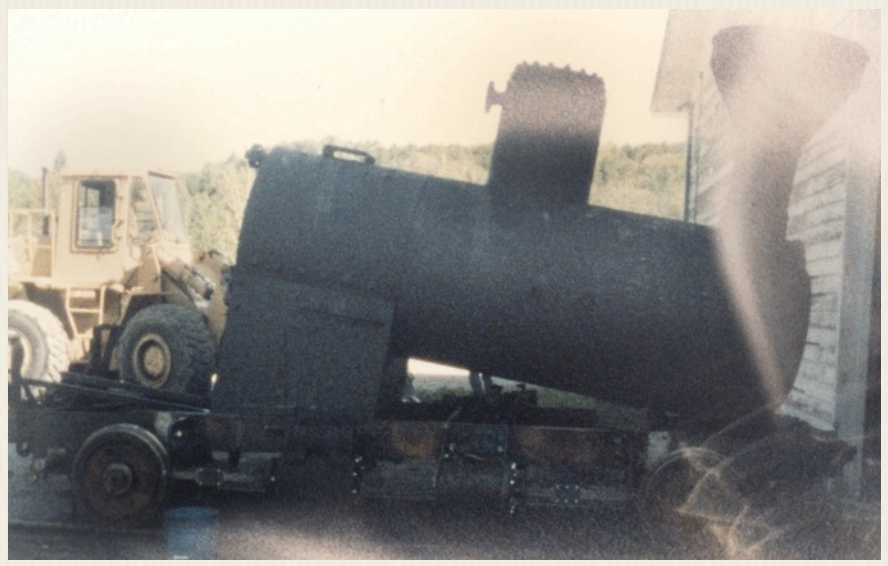
16. Other Parts. 1. Dome 2. — 3. — (Brief Description—i.e. Dome, Boiler Piping, etc.)
1. SA-515-70, 25" I.D., ½" Thick, 615 PST
2.
3. (Mat'l. Spec., Grade, Size, Material Thickness, Max. AWP)

# Documents - 1987









**Hodge Boiler Works Letter to Wayne Presby**
**RE: Two New Boilers**
**June 10, 1987**

Dear Wayne:

It's not a great photo, but I'm glad you look pleased with the new boilers.

Thanks very much for treating the Hodge employees to a ride on the "Cog". They all enjoyed the experience immensely and feel good about having made a contribution to the renewal project.

Thanks again to you and Joel for the business and be assured we will be here if you need us in the future.

Bet Regards, *John H. Lynch* - President

**White Mountain National Forest Responsive Statement**
**RE: Appeal of Forest Supervisor's Denial of Guiding Permit for Agiocochook, Inc.**
**June 12, 1987**

Following are the issues raised by the appellant in its May 11, 1987, statement of reasons and my responses to them. Unless otherwise noted, quoted material is taken from the appellant's statement. Page and paragraph references show the location of the material in that statement.

1. "Your decision has the result of preventing us from putting into effect a safety plan which you were instrumental in helping us to devise" *(p. 1, 1st para.)*

***My Response:*** My decision which is being appealed was not whether or not to allow the appellant to implement a safety plan. My decision was to not issue the outfitter-guide permit and, as a result, the appellant will not be required to implement such a plan as a condition of approval.

Our comments and questions on the safety plan were intended to help the appellant prepare a complete and thorough application for the permit. We consider that a routine pre-application activity which we may go through with any applicant for a special use permit. Such assistance is not intended and should not be construed as implying either approval or disapproval. It is intended to insure we have all the information we need before analyzing and making a decision on the application.

2. "And if your concern is truly safety of the skiers using Tuckerman Ravine then you will approve our plan so that we may be able to assist everyone who wishes to ski Mt. Washington including our own passengers." *(p.3, 3rd para.)*

***My Response:*** As stated above, the decision being appealed was not whether or not to approve the appellant's proposed safety plan. My decision not to issue the permit was made after careful consideration of all factors involved, including the proposed safety plan.

3. The appellant made a number of comments pointing out various facets of the safety plan and how it believes they provide adequate protection for those whom they proposed to guide across National Forest System lands *(p.4, 2nd through last paragraphs and p. 5, first through 3rd paragraphs)*. In addition, the appellant states "Skier safety was cited as your first and foremost concern in your letter denying our permit. Yet, you are quoted in the *Coös County Democrat* as having indicated that our plan would have increased the safety of the general public using the ravine." *(p.4, 2nd para.)*

***My Response:*** The appellant is correct in that I cited skier safety as my first and foremost concern. As to what questions may have been asked by the newspaper, and my exact response, I have no clear recollection. In thinking about it, though, I would concur that implementation of the safety plan would have increased the safety of the general public simply by increasing the number of trained rescue personnel present in the area in the event of an accident. As to the safety plan in general, I do believe the appellant did a commendable job in attempting to respond to the many safety concerns expressed by the Forest Service and others. In arriving at my decision, however, it was my judgement that the planning and its potential public benefits were not sufficient, in the balance, to offset the increased risk to public safety which would result from the combination of the following factors:

a. The clear danger of unpredictable, rapidly changing weather and surface conditions in the area.

b. That the proposed activity would have increased the probability of an accident by:

- increasing the number of skiers on the cone and in the upper reaches of the ravine

- increasing the chance, by providing an easier means of access, of less capable persons skiing the area.

- increasing the number of persons skiing over the lip into the ravine without having personally observed conditions there so as to plan a route and make mental preparations for contingencies.

c. That, with an increased probability of an accident, there was an increased chance that others not on the appellant's staff would have become involved in search and rescue operations hazardous to their own safety.

4. "I find it difficult to reconcile the White Mountain National Forest allowing several ski areas to exist on their property throughout New Hampshire and yet deny us the ability to provide safety personnel and rescue equipment to our passengers and anyone else using National Forest Land." *(p.6, 1st para.)*

***My Response:*** I do not find any inconsistency here. Persons wishing to construct downhill ski areas on National Forest System land must apply for a special use permit just as the appellant did. Some applications are approved and some are denied after considering many of the same factors discussed in this response. When per-

mits are issued, the permittee is required to make adequate provisions for public safety. Had we issued a permit to the appellant, it would have been subject to the same requirement. The fact that we may have issued a permit to one individual for a particular use of National Forest System land does not obligate us to issue a permit to another individual for a similar or different use. Each application is considered on a case-by-case basis.

5. "Your letter of denial went on to say 'However, the unusual and unpredictable situations on the mountain carry inherent high risks that even the best made plans and the most competent people may not be able to deal with.' If this is true, then the area should be closed down to all skiers. I do not feel that this is true, and obviously it isn't, because the helicopter service has operated for seventeen years without an incident." *(p.4, 2nd para.)*

***My Response:*** No individual has a permit to land helicopters or provide guide service to skiers on National Forest System lands in the area. Helicopters which are transporting skiers to the area take off from and land on private property. Persons conducting such operations deny they are conducting outfitting/guiding operations on National Forest System lands and there is no evidence to prove that they are doing so. An application for a permit to conduct such an operation on National Forest System land would be subject to the same process and considerations as was the appellant's application.

I don't know whether or not any skier transported by helicopter has ever suffered an accident in the area. From the information I have received, helicopter operations have been sporadic and have involved fewer skiers than the appellant's projected volume of business. The fact that no helicopter skier has suffered an accident, if that be the case, does not necessarily mean that the greater risk is not there. It may only mean that exposure has been more limited and chance has not yet selected a victim.

The risk I believe attendant to initial skier access to the top of the mountain by motorized means is not an argument for prohibiting traditional access by foot from the bottom of the ravine.

2. "Concern was also expressed about the vast amounts of money and time spent rescuing injured people in the White Mountains. It was felt.that our operation would increase that already great burden." *(p.3, 4th para.)*

***My Response:*** I do not recall raising any concern about "the vast amounts of money and time..." I do recall my concern that the increased probability of an accident resulting from the appellant's proposed activity would increase the chance that persons not on the appellant's staff could become involved in additional, dangerous, search and rescue efforts. I still have that concern and believe it was a valid factor to consider in my decision. I did mention that search and rescue efforts cost money and that, if such an effort was needed as a direct result of the proposed commercial activity, the appellant should be willing to reimburse those involved.

3. "In your letter denying our permit you also stated that the skiing experience at Tuckerman has traditionally been one where people walk in from the base carrying their equipment with them. Obviously this is true for the majority of people but not all. In the last twenty years thousands of people have also made their way in to Tuckerman using the helicopter service, the auto road, and the train." *(p.5, last para.)*

***My Response:*** The point is that the great majority of people do utilize the Tuckerman area in the traditional manner and appear (based on public comments during the time the appellant's application was being prepared and discussed) to feel strongly about preserving that experience. This traditional "access by foot" is a use consistent with the purposes for which the area is being managed under the Forest Plan. I have no record of how many over the years have accessed the area by non-traditional means. It does appear, however, that the total number doing so in any one year was relatively small and, apparently because of that, the activity was little noticed by the public.

The appellant's proposal would have significantly increased the number of people accessing the area by non-traditional means. At the same time, and probably due to the wide publicity over the matter, the activity of existing helicopter operations increased and others began proposing similar operations. All this amounted to a potentially significant change from the traditional patterns of use in the area. Our approval of the appellant's application would have fostered this change, been viewed by the public as endorsing this change, and possibly have set a precedent for the approval of additional applications.

Forest Plan direction for the Tuckerman area is to "protect [the] unique recreational features..." of the area and provide for a "semi-primitive non-motorized recreational experience characterized by "independence, closeness to nature, tranquility, and self-reliance through application of outdoor skills" *(Forest Plan VII-H-3)*. Both I and my staff, now and at the time of the appellant's application, have serious concerns about the compatibility of the proposed activity (and that of the skiers that are accessing the area by other mechanical means) with Forest Plan direction for the area *(Forest Plan III-60)*. Faced with this potentially significant change and our concerns about its compatibility with Forest Plan direction, I decided to deny the application and initiate an analysis to refine our management objectives for the area. We have begun that analysis and plan to have it completed before the next ski season in the area. The results of it will guide our response to future requests for commercial activities in the area and set the stage for any other actions we may need to take in managing the area.

8. "We are not commercializing Mount Washington, someone else did that over 100 years ago." "The Appalachian Mountain Club Makes commercial use of the mountain as well, they charge people to stay in the hut system and for the food they eat." In fact the Pinkham Notch Camp is a major commercial area in the winter for the AMC. They rent rooms, sell food, T-shirts and all kinds of other things. I don't feel it is fair that you allow them to conduct commercial activities in the winter and deny us the opportunity." *(p.5, last para.)*

***My Response:*** In my March 31 letter telling the appellant of my decision on its application, I stated that "Our objective is to protect that [traditional] experience and to avoid commercialization of winter activities on Mt. Washington and in Tuckerman Ravine." Although private land on Mt. Washington has been "commercialized", National Forest system land and winter sports activity there have not. The Appalachian Mountain Club is not engaged in such an activity in the area and their Pinkham Notch facility represents a different kind and place of use than that which the appellant proposed. Although the AMC's Pinkham Notch Camp is within the same Forest Plan Management Area as the ravine, it existed prior to enactment of the Plan and was, in effect, "grandfathered".

9. "How can this operation be any more damaging to the wilderness than the proposed 34 slopes and 8 lifts Loon Mountain wants to build on 750 acres of government land. The land I want to use... will not be damaged and is already being used by skiers." *(p. 6, first para.)*

***My Response:*** "Damage" to the land was not a factor in my decision to deny the application. Loon Mountain is an existing, developed, downhill ski area immediately adjacent to the highly developed village of Lincoln. It offers an entirely different recreational experience in a distinctly different Management Area and environmental setting than the Mt. Washington/Tuckerman Ravine area. The potential for expansion at Loon Mountain was recognized in the Forest Plan. Although permission to expand has been applied for, we are still involved in the analysis of that proposal and a decision has yet to be made.

10. "From the very beginning of our proposal to operate this venture we were led to believe that if we met all of the concerns and conditions placed on us a permit would be granted." *(p.6, 2nd para.)*

***My Response:*** I can only state that, to the best of my knowledge, no Forest Officer knowingly misled the appellant to believe that a permit would be issued before full information on the application was received and analyzed. I, myself, told the appellant several times during our discussions on the application that I was still in the analysis process and was not making or implying any decision at those times.

11. "The next thing I know I got a call raising the insurance requirement from $300,000 to $1,000,000 and I was requested to file a comprehensive safety and operation plan. In reviewing the permits you have given to various other operations, such as snowmobile rentals, and ski races, no such insurances were required and no safety plans filed. Why was I required to do what no one else was required to do." *(p.6, 2nd para.)*

***My Response:*** The decision being appealed is not the amount of insurance we would have required had we issued the permit nor was that issue a factor in the decision I did make. For information, however, the increased amount of insurance we would have required had we issued the permit reflected our concern over the increased risk of liability to the United States from the proposed activity. I asked for the appellant's proposed safety plan because I considered it necessary information to use in gaining a complete understanding of the proposal. It is often necessary to ask applicants for such additional information. The kind of information asked for

varies with the nature of the proposed activity and with the completeness of the original application. *(See 36 CFR 251.55(e)(3&5))*

12. "We feel that it is discriminatory for you to select who may conduct commercial activities on government land. Why is it alright for Loon Mountain and Wildcat and god knows how many others to have ski operations on government lands and deny us the same opportunity. Particularly when a ski area already exists there. We cannot find any logic in the decision which was made." *(p.6, 4th para.)*

***My Response:*** The responsibility for deciding whether or not to authorize such special uses is an assigned part of the Forest Supervisor's job and each case must be judged on its own merits. The ski operations named by the appellant differ in time, kind, and place from the activity it proposed and from the nature of Mt. Washington, Tuckerman Ravine, and the recreation experience those areas offer. My predecessors made decisions on them on a case-by-case basis within the context of law, regulation, policy, management objectives, and the public interest as it existed at the time. I did the same with regard to the appellant's application and decided not to issue a permit for the reasons stated in my March 31 letter.

13. "In addition, we do not find that the denial of our [permit} for outfitter guiding falls within the parameters of those set forth under... [36 CFR 251.54]" *(p.6, last para.)* and "The reason expressed in your letter [of March 31] of denial... is not in the specific language of the regulation [36 CFR 251.54(h)]." *(p.7, 2nd para.)*

***My Response:*** My decision constitutes a determination that issuance of the permit would, on the basis of our present knowledge, be inconsistent with the purposes for which the lands are managed; that is, inconsistent with Forest Plan direction (36 CFR 251.54(h)(1)) and would not be in the public interest (36 CFR 251.54(h)(2), primarily because of concerns for public safety.

I am not aware of any requirement that I express my decisions in the specific language of the regulation.

14. "In addition, we do not feel that this decision was rendered in an impartial manner. Key figures in your office, particularly Ned Therrien made public statements in regard to our proposal indicating his disapproval prior to your rendering a written or oral decision and after we had agreed that no such statements were to be made." *(p.7, 3rd para.)*

***My Response:*** I don't know which public statements by Mr. Therrien the appellant is referring to. Mr. Therrien was not, however, the deciding officer in this matter. In his role as one of my Staff Officers he, together with others of my Staff, was responsible for advising me of his recommendations on the matter and his reasons for them. I considered those recommendations together with the comments and information, both pro and con, presented by the appellant and many other citizens and groups in arriving at my decision.

15. "It is my understanding that all information regarding permit application is to be kept confidential until such time as a decision has been rendered." *(p.7, 3rd para.)*

***My Response:*** The only type of information which might be pertinent to such matters as this and which would not be available for public inspection is "commercial or financial information or trade secrets provided to the Government for which release might... cause substantial harm to the competitive position of the information supplier." *(Forest Service Manual, section 6271.2)* No such information was involved in this matter. As a further point, our adherence to the National Environmental Policy Act and our policy of informing and involving the public of and in our decision making process requires that we disclose project information to it before making a decision.

Michael B. Hathaway

MICHAEL B. HATHAWAY
Forest Supervisor

6/12/87
Date

**Mt. Washington Commission Letter to Ammonoosuc Ranger District**
**Paul A. Shaw - District Manager**
**RE: Proposed Power Line to Summit of Mount Washington**
**June 22, 1987**

Dear Paul:

I am in receipt of your letter dated June 12, 1987, regarding u request by PSNH to cross National Forest land with a power line.

The Mt. Washington Commission acts only in an advisory capacity to State agencies. We have just had a meeting at which this matter was discussed in brief, but without benefit of some of the information you have reiterated and a letter with enclosures from the Cog Railway. Our next meeting is not scheduled until late July.

Since this such an important issue to everyone on the summit, I have telephoned several of the members of the Commission, and others who have long been involved in this problem.

The consensus would appear as follows:

1. There is a shared urgency to facilitate the construction of this power line to the summit.

2. The environmental risk of leakage from the fuel tank farm dictates that some compromise may be necessary relative to the environmental impact of the construction of the line.

3. Everyone is aware of the desirability of the under-ground service over the Forest lands. However, the added cost could act as a disincentive to the users, as the cost of installation will be reflected in the KW charge.

4. Alternatives to the under-ground installation might be considered because of the impact of disturbing the landscape in the rough terrain along the 5.5 mile line.

5. A majority expressed approval of a pole line (Hendrix type) located up to 100 feet from the road, although an environmental acceptable alternative should be considered.

6. Some, but not all, were aware of a prior approval granted by the Forest Service in 1986, since rescinded. This prior approval did result in the location of stakes along the base road marking pole sites. This was done with care to preserve the natural area as well as provide adequate inspection of the line, a main concern in providing dependable service year round.

7. Generally, there is sound support for this project within the constraints outlined above. We would urge an early decision process so that maximum advantage can be taken of weather conditions and assurance to the Cog Railway that they may proceed with their section to the summit.

Sincerely, *Robert S. Morrell*

**Wayne Presby Letter to Ammonoosuc Ranger District**
**Paul A. Shaw - District Manager**
**RE: Proposed Power Line to Summit of Mount Washington**
**June 28, 1987**

Dear Mr. Shaw:

I am in receipt of your letter dated June 12, 1987, regarding u request by PSNH to build an overhead power line up the Base Station Road to the Cog Railway Base Station.

On behalf our company, its stockholders and employees I would like to state for the record that we are strongly in favor of the proposed power line up the Ba-;e Station Road.

We are aware that an underground line may be desirable in most circumstances but due to the economic considerations, the maintenance considerations, the construction conditions and various other factors, the detri-

ments, if any, associated with this overhead line are far outweighed by its potential benefit to the Cog Railway and summit electrical users.

Therefore we urge you to bring this environmental assessment to an early conclusion and approve an overhead line along the Base Station .Road.

Very truly yours, *Wayne W. Presby II* - President, Cog Railway, Inc.

**Wayne Presby Letter to Michael B. Hathaway - WMNF Supervisor**
**RE: Notice of Appeal - Guiding Permit**
**June 30, 1987**

Dear Mr. Hathaway:

The following are my comments regarding your responses to the issues raised in my Notice of Appeal. In the Notice of Appeal I requested that you reconsider your decision to deny us an outfitter and guide permit. It is not clear from your response what your decision is. Your arguments tend to support your earlier decision. My comments are numbered as to correspond with your comments.

1. The effect of your denial of our request for a permit was to prevent us from stationing safety personnel and safety equipment on national forest land. The nature of your response indicates that you missed the entire point of our permit application. Like the helicopter service, the train departs and arrives entirely on private land. No permit from the National Forest was needed to transport skiers by train to the summit of Mount Washington. The final safety proposal indicated that persons would be guided to the ravine from the summit with flag control gates (a standard mountaineering practice). We proposed to have a "ski patrol". The patrol was to be comprised of highly trained mountaineering and alpine skiing personnel. They were to be equipped with the latest and most sophisticated emergency medical equipment. This group was to be constantly patroling (skiing and climbing) the ravine and summit cone while the operation was in motion.

Your office staff indicated stationing of safety personnel and equipment on National Forest Land was in fact "guiding" and therefore a permit was necessary. When we filed for the permit it was denied. Therefore the permit denial prevented us from implementing our safety plan. Your insistence on denying permits has led others to conduct operations with marginal safety. Since you cannot stop these operations you would do more to protect the public if you used the permit process to regulate the manner in which these operations are conducted. You cannot regulate if you refuse to accept jurisdiction

Your strategy in response to applications such as ours is to deny permits to guide. And hope that the operator will then feel to proceed is unsafe and they will scrap their operations. Obviously this strategy does not work. The helicopter service has continued to operate for several years despite your "efforts" to stop them.

2. Your failure to regulate activities by approving permits contributes to a lack of safety in the ravine. Your refusal to issue a permit does not eradicate the problem. It only increases the burden on your own safety personnel without deferring any of the cost. Without exercising jurisdiction through the permit process you have no control over the numbers of people using these services, the safety plans adopted by the services, or the personnel used to implement them.

3.a. There is not a clear and present danger presented by unpredictable rapidly changing weather and surface conditions. As I noted on many occasions, this operation would only be conducted in the best of weather conditions. Constant radio communications would be maintained and trained personnel would be present to advise skiers of changing weather and when to evacuate the cone, if necessary. Weather should be more of a concern to you under your present policy. You have no people stationed on a regular basis around the cone and yet there are lots of skiiers present. Our qualified personnel would have prevented injuries by keeping all skiers posted as to ski conditions and weather changes.

b. The probability of accidents on the cone would not be increased by increasing the number of people skiing it. Injuries would be reduced by virtue of having qualified and highly trained personnel present to aid and counsel all skiiers on the cone. In addition the skiing on the cone is less rigorous because it is not nearly as

steep. Skiing over the lip would be less dangerous. Highly trained personnel would be present at the lip to tell people how to ski down it and to help them repel down on bole if necessary.

c. Although use of the train would make access easier. It would not mean that less qualified people would be skiing the Ravine. The skiers riding the train would be more qualified than those people hiking in. The train riders are screened before making a reservation and again once they begin skiing. If a person did not have the requisite ability he would be "culled" out and given assistance getting down or counseled to take the train back down. Nothing is done to check the ability of those going in on foot and no one is determining if they have the ability to ski the ravine.

Skiers skiing over the lip, who rode up on the train, would not have had the benefit of viewing the surface they are about to ski prior to skiing it. But they would have the benefit of several other things which would aid them in skiing the terrain.

1. They would not be extremely tired from having hiked for 5-7 hours. And their muscles would be in better condition to respond.

2. They would have the benefit of taking a "warm up" run down the snow fields prior to skiing down over the top of the Ravine.

3. They would have the benefit of the experience of our highly qualified and trained staff. This staff would counsel them on the snow conditions and the best way down.

4. They would have the benefit of up to the minute weather and snow condition information as a result of radio communications between patrollers.

5. They would have the option of saying "I decided I can't ski down will you help me." Mountaineering gear would be available to enable them to repel down on bole using safety harnesses and rope. They would have the option of taking the train back after climbing back to the summit or riding the observatory's Thiokol back to the summit.

None of these things are available to the skiiers in the ravine now. But they would have been if our permit had been approved.

Our passengers would have the benefit of counseling and advice from the most qualified personnel. And the use of the most sophisticated mountaineering gear and safety equipment. Therefore, chances are, we would have experienced a lower accident rate than those people hiking in who would not have these benefits.

We would therefore probably have spent most of our rescue time helping your personnel aid skiers who hiked in rather than those who rode the train.

4. We have made use of Tuckerman Ravine and the Summit Cone in this manner for years although we did not advertise the service or provide safety personnel. Tuckerman's is advertised as a ski area on Forest Service Maps. We have been a "lift" so to speak for decades. We are not asking permission to make a major change in this area, we don't wish to cut new ski trails or to take water to make snow. What we do want is the ability to put safety personnel and equipment on your property. Our attraction is being prevented from competing fairly with the other attractions in the area as a result of this decision.

5. Since you have no information regarding injuries to passengers using the helicopter service or records regarding the number of passengers they served, you should not insinuate that our operation would have been any more or less risky than theirs. The helicopter service is not risky. Al Risch the operator of the helicopter service indicated in a newspaper article that he has had no incidents during the 17 years his operation had been conducted. I feel chance has little to do with the safety of any operation. Organization, qualified personnel and safety precautions seem to establish most safety records.

The dangers associated with this area are the same for everyone except those who would have used our service under our proposed plan. Our skiers would have had an edge. They would have the benefit of counseling and aid from experienced and qualified personnel as well as on the spot information by virtue of radio contact. Without our plan in effect the danger to all people in the ravine is enhanced, making a decision to

close the ravine all the more justifiable. However the dangers associated with this area would be minimized with our plan in effect.

6. This concern was raised by members of your staff and your advisors. Their comments in the *Boston Globe* seem to indicate an opposite view.

As we stated before, we are willing to reimburse anyone aiding us in making rescues but I strongly doubt that your help would be necessary. I believe since you have the same number of safety personnel to cover 30 times as many people we would be aiding you more than you aiding us.

7. The public comments you refer to came from people who had just finished hiking up to the ravine, or concerned people who had always hiked in. Obviously these comments came from a biased group under unknown circumstances. These people do not represent the general public. If you want an unbiased response a survey should be conducted by an independent research group surveying hikers, alpine skiers at alpine ski areas, helicopter users and people who wished to ride the train.

You continue to indicate that our use is not one considered under the current Forest Plan. Although we exist in the heart of National Forest and have done so for over 115 years we were not consulted when this plan was devised. We were not asked how the area should be used or in what ways we were currently using it.

There is no indication whatsoever that our proposal would have significantly increased the number of people accessing by non-traditional means. We resent being labeled as non-traditional. The Cog Railway is more of a tradition to this area than the Forest Service itself. We have existed on this mountain for over 115 years. We are a traditional means of access. A ride up this mountain on a steam powered train would enhance the skiing experience not detract from it. You can't do this anywhere else in the entire world.

8. The Cog Railway hauled skiers up Mount Washington long before the Forest Plan existed. Does that mean we are "grandfathered" like the A.M.C. See Attached Exhibit A.

9. The point of this issue which we raised was to merely point out the insignificance of our request. We are asking for such a small thing in comparison to cutting trails, erecting lifts, and hauling millions of people up a hill to ski down on United States land. We just want to have permission to increase the safety in the ravine by being allowed to put safety personnel and equipment on your land.

10. We were led to believe that if we met your concerns a permit would be issued. We made every change you requested and acceded to every demand. We were successful in obtaining permission from all the state agencies who had jurisdiction over our operation and we obtained the insurance you requested.

11. There is no indication that any other ski area on Forest Service lands was required to give you as much information as we were or required to obtain as much insurance coverage.

13. The Forest Management Directive you refer to was adopted without our input and without consideration of our past use. It seems inappropriate to me to adopt directives which affect parties without notifying them in some manner.

Finally I would like to add that your decision fails to follow the most basic element of the management policy of the Forest Service. Your decision does not follow the philosophy of the greatest good for the greatest number of people. Your decision promotes an unsafe situation and prevents the use of this area by the people of the United States. Just as public builings[sp] must be made accessible to wheel chair victims, Mount Washington should not be kept accessible to only those who wish to climb it. Our proposal doesn't seek to change the nature of Mount Washington's experience it only seeks to highten[p] it for those who wish to have it hightened[sp].

Very truly yours, *Wayne W. Preby II* - President,Agiocohcook, Inc.

**Forest Supervisor Michael B. Hathaway Memo to**
**White Mountain National Forest Regional Forester**
**RE: Agiocochook, Inc.'s May 11, 1987 Appeal of Marcy 31, 1987 Decision**
**July 6, 1987**

Agiocochook, Inc., has appealed my March 31, 1987 decision not to issue it an Outfitter Guide Permit. The appeal record is enclosed containing, in order:

- my July 6, 1987 letter to the appellant enclosing a copy of the appeal record and explaining subsequent steps in the appeal process.

- the appellant's application for an outfitter-guide permit, with attachment.

- my March 31, 1987 letter to the appellant informing him of my decision on his application.

- the appellant's May 11, 1987 notice of appeal and statement of reasons, with attachments.

- my responsive statement of June 12, 1987 together with my cover letter to the appellant of the same date.

- the appellant's June 30, 1987 comments on my responsive statement. - copies of correspondence we received from the public pertaining to the matter.

- copies of press clippings we have in our file which pertain to the matter.

The appellant was given a copy of *"A Guide to the Forest Service Appeal Regulations"* by mail on April 7, 1987.

You will notice that the letterhead used by the appellant bears the name of the Mt. Washington Cog Railway and that that company is named repeatedly in the press clippings and letters. The appellant company, Agiocochook, Inc. is apparently owned by the owners of the Cog Railway and was apparently formed by them for the purpose of conducting the proposed outfitter-guide operation.

In his comments on my responsive statement, the appellant seems to imply that he was not given an opportunity to participate in the Forest planning process. The appellant company was not in existence prior to Plan approval. The Cog Railway Company was in existence and its prior owner did comment on the draft plan. The present owners, as members of the general public at the time, were given the opportunity to participate in the planning process through widespread publicity and public meetings over a considerable period of time.

A copy of this memo has been sent to the appellant.

**Mt. Washington Railway Engineer Bob Milliken**
**RE: Skyline Switch Derailment**
**August 7, 1987**

Subject: Derailment at Skyline Switch of first train leaving base at 12:00 August 6

Upon approaching Skyline Switch t approximately 1:00 PM, three brakemen were involved in throwing the switch (two from the double on the siding and my brakeman on engine #4) which is against proper safety procedures. The fireman, who was running the engine in order to learn to be an engineer in subsequent year, stopped before the switch and received the proper signal from the brakeman to proceed. Upon seeing the front of the coach jump the track, the brakeman gave the signal to stop. Since the tam pressure in the engine was just below maximum and rising, the fireman, per my instruction was starting the injector to prevent the safety valved from popping off. In order to start the injector, the fireman had to look into the cab momentarily to place his hands on the proper valve. This action resulted in --- the brakeman's initial signal to top causing the coach to approximately two to three feet extra. Because of the abrupt changes of grade at Skyline Switch, it is common to look away from the brakeman several times to check the water level in the boiler and adjust or start the injector, so this was not an unusual procedure.

Upon stopping, the passengers were let off the coach and work began to return it to the tracks. This was completed at approximately 2:30 PM.

The incident was caused by the brakeman's failure to check the switch, compounded by the presence of a third brakeman (having three people throwing a switch leaves confusion as to whom should throw which parts.) The up-mountain cog rack was left thrown to siding, causing the right front wheel of the coach to be pulled to the right thus carrying the entire front end with it. The coach was stopped six feet forward of the obstruction leaving the front axle 1.5 feet to the right. *Robert L. Milliken* - engineer

**Mt. Washington Commission Letter to Transportation Cmsr. Wallace Stickney**
**RE: Summit Leach Field Refurbishment**
**August 13, 1987**

Dear Commissioner:

At the last meeting of the Mt. Washington Commission held at the summit on July 23, 1987 the subject of refurbishing the leaching area for the summit facilities was discussed.

An alternative was offered at that time. Explore the possibility of piping the effluent down the mountain to a leaching area in the vicinity of - Marshfield.

The owners of the Cog Railway have offered to grant an-easement across their property for any such pipeline and there is some assurance that National Forest land could be used for the leaching area under acceptable environmental constraints.

Before a final decision is made to spend up to the $500 000 appropriation for refurbishing the present leaching beds, we feel consideration should be given to this or other alternatives.

Sincerely, *Robert Morrell*

**Wayne Presby Letter to Gary Hinz - Grounds for Living**
**RE: Cog Railway Landscape & Engineering Project**
**September 14, 1987**

Dear Gary:

I would like to thank you for meeting with me last week. It was a pleasure to meet with you and have an opportunity to discuss the projects we have in mind. I hope that we can come to an agreement regarding the work to be performed. I feel it would be a pleasure to do business with you.

I have enclosed documentation you requested. In particular the slides and map of the base area. I spoke with you about. This map appears to be the most accurate one I have. The map dated 1877 appears to have the same dimensions but is not drawn to scale. I think this map can be blown up, and used for our immediate purposes. A short historical account of the railway is being sent to you under separate cover direct from the railway. This is the small green book you and I spoke about. It lacks much of the detail of the other books in print. When we get ready to meet again I will get some of these other books to you.

I have also enclosed a small map of the area copied from the USPS maps I have in my office, I hope this is of help. Although the contours are not visible on the copies they are on my map. They appear to be in ten foot intervals.

I look forward to hearing from you soon.

Very truly yours, *Wayne W. Presby*

**Mt. Washington Commission**
**Special Meeting Minutes**
**October 27, 1987**

On October 27, 1987, Robert S. Morrell, Chairman of the Mt. Washington Commission, conducted a meeting with commission members and invited guests to follow up on the regular meeting of the Mt. Washington Commission of October t2 in regard to the proposal to obtain public power for the summit of Mt. Washington.

Individuals in attendance were:
Robert S. Morrell, Chairman, Mt. Washington Commission
Michael Hathaway, Supervisor White Mountain National Forest
Councilor Raymond Burton
Commissioner George C. Jones, DRED
Representative Paul LaMott
William Carpenter, Supervisor of Park Operations
Robert Dowst, Director, Department of Transportation
Wayne W. Presby, Vice-President, Cog Railway
Alfred Ritter, WMTW
Dick Cushman, WMTW
John Ricker, WMTW
Steve Upton, Ransmeier & Spellman, Attorney for the Cog Railway

Robert Morrell reviewed the background of the Mt. Washington Commission's involvement in trying to obtain commercial power to the summit of Mt. Washington. The subject of commercial power to the summit has gained renewed interest because of recent proposals submitted by the Cog Railway and Radio Station WMOU.

Mt. Washington Commission favors commercial power because of the possibility of reduced cost to all users, dependability, and concern for the environment insofar as oil storage at or near the summit of Mt. Washington.

Robert Morrell praised WMTW for their cooperation for all these many years in providing power and communication facilities to users at the summit of Mt. Washington.

William Carpenter explained to the group that Parks was working with the N.H. Water Supply and Pollution Control Council insofar as the integrity of the underground tanks and with the fire marshal's office concerning the above ground tanks. One preliminary report has been received concerning subsurface tanks. No reports are ready as yet to the above ground tanks. William Carpenter when on to explain that DRED had been working with a private surveying organization in regard to verifying the accuracy of the bounds of the portion of summit land leased to WMTW. Richard Cushman indicated that this was done at the request of WHOM.

Robert Morrell asked WMTW about the possible future needs and what factors would have to be addressed before the TV station would accept commercial power.

John Ricker replied that future electrical requirements were up in the air and he also indicated that they must have high reliability tight voltage, clean power with no "dips" or "spikes" (fluctuation).

Mr. Ricker also estimated that it would cost WMTW $100,000 to tie into commercial power.

There was comment from several people in regard to the reliability of power supplied for a cable to the summit. There also was much discussion of the potential effects of such things as lightning strikes. These discussions resulted in everyone agreeing that further engineering must be done. It was also suggested that this engineering should be done by a consulting firm and not Simplex as the possible supplier of the cable.

The question of funding of such a study was discussed. Representative LaMott indicated possibly funding $50,000 through legislative committees for this study. Executive Councilor Raymond Burton indicated that the

Governor and Council might approve money from the contingency or emergency fund. Commissioner Jones indicated the possibility of DRED funding approximately $10,000.

The local representatives of WMTW did not have the authority to commit funds for such a study. Robert Morrell contacted Mr. Mahoney (Treasurer of WMTW) to ascertain if they would fund their fair share of such a study. Mr. Mahoney indicated that WMTW would furnish up to $10,000 as their fair share of such study if all the summit users were participating. They also wanted to be sure they received a copy of any such study.

It was agreed that WMOU, WHOM, MWTW, DRED, CogRailway, and the Auto Road should be involved in such a power study. WMTW, DRED, Cog, and WHOM agreed that they would contribute to such a study. Chairman Morrell indicated he would check with WMOU and the Auto Road to see if they would contribute.

It was decided that Robert Dowst of Department of Transportation would be the individual responsible for the coordination.

It was explained that 34,500 volts of three phase power would be into the base of the Cog Railway by December 4. The KVA at the base is ? .

Mr. Morrell and Bob Dowst explained that Department of Transportation was looking at the option of bringing the sewerage from the summit to the base; therefore, there would be no sewage system construction next summer.

Wayne W. Presby, Vice President of Cog Railway indicated he would allow the use of the Cog Railway right of way for sewage and power lines. He further indicated that possibly the parking lots could be converted to leach fields if the State so desired. In return for use of Cog property, Mr. Presby had the following "wish list:"

1. Road to the base plowed year around.

COMMENTS:Whereas the base station road is a heavily used snowmobile route, alternate snowmobile routes must be considered.

2. That the new sewerage system be large enough to keep Cog expansion which might include a 100-unit motel operating year round.

COMMENTS:The state only needs a summer sewerage system to service the summit of Mt. Washington. Robert Dowst made the comment that subservice systems cannot be sized large enough to support proposed Cog expansion. A system large enough to handle the Cog system would require a small scale treatment plant. Mike Hathaway indicated that White Mountain National Forest land could only be used if nothing else was available.

3. Mr. Presby requested that the Sherman Adams building be open for a longer period of time.

COMMENTS:Because of the time involved to shut the building down and because the sewerage tanks freeze it would be impossible to extend the season for the building being open to the public. The Cog Railway then talked about constructing their own building which was previously approved by the Mt. Washington Commission. However, it was pointed out this was approximately a 25-foot square building and could not afford shelter and toilet facilities to a train load of visitors.

There was brief discussion about who would own the power line up the mountain. Discussion including such possibility as joint ownership of all users or ownership by a single entity such as the Cog Railway.

It was agreed that the Cog Railway would take the lead insofar as constructing the power line up the summit.

**Joel Bedor Letter to Tom Mullen - CMB Construction**
**RE: Cog Condo/Motel Development**
**October 28, 1987**

Dear Tom:

It was a pleasure to meet with you and Peter on Wednesday and to see some of the properties you are developing. I think there are obvious advantages to both of us in developing the Cog property. I believe that we agree that it must be done right. Therefore, we would like to continue to explore with you the following proposals, listed in the order of our preference:

1. The sale to you, as developer, those portions of the Cog real estate which we jointly deem to be best suited for development. The price and terms would be as discussed at Wednesday's meeting, specifically 15% of the selling price of the units, to be paid at the time the units are sold. Operating agreements would define the responsibilities of both parties to assure a successful project, yet allow each party control of their individual projects.

2. In the event you feel you must have, or wish to have a hand in the operation and destiny of the entire Cog property, we will consider a sale of at interest in the property at $2,500,000 to be paid $1,500,000 at closing and the balance on the sale of the first set of units. This price would provide for the elimination of all current stockholders except Wayne and myself. Debt would remain in place.

3. In the event you desire to own the property outright, a sale price for the assets would be $7,000,000 with appropriate terms.

Incidently[sp], Wayne's meeting yesterday with the Mount Washington Commission was quite productive. We understand that the Commission will be recommending to the Governor and Counci1 that the power 1ine be extended to the summit.

In addition, the sewer project with the State seems to be moving into the active planning stages.

We look forward to hearing from you in the near future. Although I will be away for a couple of weeks, you can contact Wayne to arrange for further discussions.

Yours very truly, *Joel J. Bedor* President

**Gold & Green P.A. Letter to W. Presby & J. Bedor**
**RE: CMB Construction Inc. Real Estate Lease Option**
**December 23, 1987**

Dear Messrs. Presby and Bedore:

Pursuant to Peter Gould's request, I enclose herewith a preliminary draft of Option Agreement for your inspection. Peter and Tom have not yet had an opportunity to review the draft, however, in an. effort to expedite the review and comment process by all parties I am forwarding the draft at this time .

I would appreciate your reviewing the same and contacting either Peter and Tom or myself with any comments or questions you may have.

Very truly yours, *William M. Greene*

THIS AGREEMENT is made this _____ day of _____, 1987 between CMB Construction Company, Inc., a New Hampshire corporation whose address is Route 49, P.O. Box 139, Campton, New Hampshire 03223 (hereinafter "CMB") and Mount Washington Cog Railway,. Inc., a New Hampshire corporation with an address of Route 302, Bretton Woods, Mount Washington, New Hampshire 03589 (hereinafter "MWCR"):

WITNESSETH:

1. MWCR hereby grants to CMB an option to purchase land of MWCR situate in the vicinity of the Mount Washington Cog Railway and being more particularly described on Exhibit A attached hereto and consisting of approximately 27 acres in the manner and upon the conditions set forth herein.

2. The base purchase price for the above described property shall be $ _____ and subject to adjustment as provided under sub-paragraph c below.

a) The purchase price shall be financed by Promissory Note (interest free) and Mortgage from CMB to MWCR.

b) Upon the sale of each residential unit constructed upon the premises, a payment shall be made upon the Note, and upon such payment, MWCR shall release from the mortgage the unit sold. The release payment shall be the greater of an amount equal to the base purchase price divided by the total number of units to be constructed upon the premises based upon the most recent master plan or 10 percent of net sales price, net sales price being the gross sales price less the cost of sale (10 percent) and less the cost ft furnishings.

c) It is understood by the parties hereto that proceeds to MWCR for release of units under the note will probably exceed the base purchase price. The base purchase price shall have been paid not later than _____, whether from release payments or from other sources. In the event CMB pays from other sources to assure that the base purchase price is paid on or before the due date, a credit shall be received on the sale of future units until the prepayment is fully used.

d) MWCR agrees to subordinate the Note and Mortgage to a construction loan and security interest on the premises to be granted by CMB to one or more construction lenders of CMB's choice. MWCR agrees to execute any and all documents necessary as requested by CMB and/or CMB's construction lenders to subordinate the lien position to such construction lenders.

3. MWCR agrees to convey said property, by Warranty Deed, with good and marketable title free and clear of all encumbrances not specifically set forth in this agreement.

4. Each of the parties warrants that it has not employed or engaged any real estate broker in connection with this transaction, and agrees to indemnify and save the other harmless from and against any liability for any commissions claimed by any broker alleging to have been employed or engaged by CMB or MWCR, as the case may be.

5. CMB agrees to submit all architectural and siting plans for development of the property to MWCR tor its approval which shall be done in writing and shall not be unreasonably withheld. MWCR shall approve or disapprove such plans within 14 days of receipt thereof. In the event MWCR rejects CMB's plans, MWCR shall state in writing at the time of rejection the basis therefor. Failure on the part of MWCR to act within 14 days of receipt of a proposal shall constitute an affirmative approval of the submitted plan.

6. It is understood by the parties hereto, that this agreement is an option to purchase as there are a number of contingencies. to be met prior to final commitment on the CMB. Those contingencies are as follows

a) Receipt of reasonable assurances that road access will be available year round.

b) Receipt of reasonable assurances that water, sewer, electricity and all utilities will be available at a reasonable cost.

c) Receipt of reasonable assurances from the Owner of the Cog Railroad in the event the Owner is not Mount Washington Cog Railway, Inc. that the operation of the Cog Railway shall not be altered in any manner which would substantially diminish the value, usefulness or enjoyment of CMB's project or make the same substantially more expensive.

d) Receipt of cooperation from the United States Forest Service in respect to CMB's development plans, or at the least assurances that there will be no affirmative opposition from the United States Forest Service.

e) Reasonable assurances that social, political and environmental opposition to the project be limited to the degree that CMB feels the project i worthy of continuation. The parties hereto acknowlege[sp] that harmony among the developers and such political, social and environmental groups is an important concern to CMB.

f) Subject to MWCR's willingness, in the event of reasonable necessity, to relocate existing facilities to fit the master plan which shall have been previously approved by MWCR.

g) Subject to positive results obtained in engineering and marketing surveys relative to the proposed development of the project.

7. MWCR shall provide a survey of the premises depicting existing improvements and shall show 2 foot contours.

8. Other than the survey referred to in Paragraph 7, all additional engineering, architectural and other plans and designs shall be the responsibility of CMB.

9. In the event CMB elects not to go toward with the acquisition and development of the property, CMB shall offer to MWCR at its cost, its engineering and market studies which shall consist of, at a minimum, a preliminary master plan and preliminary market study.

10. CMB shall have the option of developing the property in phases. The acreage, density criteria and other factors in respect to each such phase shall be determined by CMB but are subject to prior approval of MWCR as set forth in paragraph 5 above.

11. In the event any restaurants or food service businesses are established upon the premises, MWCR shall have first option to operate the same.

12. MWCR shall have the option to enter into a joint venture type arrangement with CMB for the management of any hotel or condominium/hotel constructed upon the premises.

13. It is understood that this option agreement is intended to cover all developable land of MWCR and is as represented by MWCR to CMB.

14. This option shall terminate on the earlier of (i) one year from the date hereof or (ii) upon affirmative election by CMB to convert this Option to Purchase to a Purchase and Sales Agreement which shall be exercised by written notice fowarded[sp] to MWCR by Registered or Certified Mail return receipt requested at the address set forth above. In the event CMB exercises its option to purchase, a closing date shall be set not later than 60 days from the date of exercising such option and upon any additional conditions or terms agreed to among the parties in writing as an addendum to this agreement.

15. Upon the exercising of the option by CMB, this agreement hall be considered a Purchase and Sales Agreement, enforceable by either party, all contingencies having been deemed satisfied and/or waived.

16. Notice of Option. A Notice of Option shall be prepared in recordable form and may be recorded by and/or at the request of either party hereto.

Dated the day and year above set forth.

CMB CONSTRUCTION COMPANY, INC.
MOUNT WASHINGTON COG RAILWAY, INC.

**Wayne Presby Letter to CMB Construction Lawyer**
**RE: Option to Purchase Real Estate**
**December 29, 1987**

Dear Mr. Greene:

I am in receipt of the agreement which you prepared covering an option to purchase the developable real estate at the Cog Railway Base Station. I have reviewed the document with Joel Bedor at some length and resubmit for your perusal an updated draft. We have filled in some blanks and added several things. Obviously these additions are not cast in stone but should give you some indication of how we would like to see this deal proceed. After you have reviewed the draft with Tom Mullen and Peter Gould I would be happy to have us all

sit down at a table and hash out the fine details. I would like to hear back from you by January 15th if possible. If you have any questions please feel free to call me at 838-6106. I am usually in after 6 P. M.

Very truly yours, *Wayne W. Presby, II*, Esq.




*Mt. Washington Cog Railway steam locomotives nos. 10, 1 and 6 at the railroad's base station in Bretton Woods, on August 25, 1977.*
*- Thomas F. McIlwraith Collection CRP&A*

## ≺1988≻

**Joel Bedor Letter to Scott Menker**
**RE: Investment in Mt. Washington Cog Railway**
**February 8, 1988**

Dear Scott

I am taking the liberty of sending some information about the Cog Railway to you.

I interpreted our conversation of a few days ago as meaning that you have the ability to raise substantial sums of capital if return warrants such an investment. I believe the Cog Railway is a property which warrants such an investment. Unfortunately, I do not have the capital to carry through some of the ideas that we discussed.

As we discussed: there may or may not be an opportunity for you to become involved in the Cog in a way other than a total buyout. I will have a better handle on this possibility in the next week or two.

As I indicated, the asking price for the property is $7,000,000.

I justify this price based on the following:

1. A rough projection of railroad operations with the introduction of a modern 100+ passenger diesel powered coach is as follows:

| | |
|---|---|
| ***Sales*** | |
| 50,000 passengers on diesel @ $30 | $1,500,000 |
| 20,000 passengers on steam @ $50 | $1,000,000 |
| Other sales | $ 600,000 |
| Total Sales | $3,100,000 |
| ***Cost of Sales*** | |
| Railroad | $ 500,000 |
| Other | $ 420,000 |
| Total cost of sales | $ 920,000 |
| ***Gross Profit*** | $2,180,000 |
| ***Administrative Expenses*** | $ 700,000 |
| ***Operating Income*** | $1,480,000 |

2. To properly complete this project, I believe the following resources are needed.

| **Uses** | | **Sources** | |
|---|---|---|---|
| Purchase | $7,000,000 | Equity Capital | $1,500,000 |
| Diesel Coach/ | $1,000,000 | Debt | $3,000,000 |
| Track Improvement | | Sellers' 2nd Mortgage | $2,500,000 |
| Condo/Hotel | | | $7,000,000 |
| Development | $ 500,000 | Additional Equity for | |
| | $8,500,000 | Hotel/Condo Devel | $1,500,000 |
| | | | $8,500,00 |

3. On sale of the Condo/Hotel units, assuming 200 units@ $200,000 per unit {quarter share concept)@ 15% land value, $6,000,000 would be generated. The sellers would be paid $2,500,000 and the balance would be available to extinguish debt, provide a return to the equity holders or further develop the property.

4. The above does not include a myriad of other income producing opportunities which exist at the Cog, a few of which are as follows:

1) Sewage transportation from the summit

2) Electricity transportation to the summit
3) A hotel on our property at the summit
4) A ski area on Mt. Washington
5) The revenue from the operation and management of the Condo/Hotel

You are probably asking yourself why do we want to sell. The answer is that I am a Certified Public Accountant by profession and by choice and Wayne is an attorney. We wish to get on with those professions.

I think you will agree that the Cog offers unlimited opportunities for income generation on an historic property that is unique. To generate this income will require both money and insight which you exhibited to me in our recent conversation.

If you wish to pursue this opportunity, please contact me.
Yours very truly, *Joel J. Bedor* President

**Mt. Washington Commission**
**Meeting Agenda**
**February 17, 1988**

This will confirm a meeting of the Mount Washington Commission on Wednesday, February 17, at 10:00 a.m. in Laconia at the U.S. Forest Service Headquarters on N. Main Street in Laconia.

TENTATIVE AGENDA

1. Call to Order
2. Approval of Previous Minutes
3. Status Report on Powerline to Summit
4. Status Report on Observatory Septic System
5. Oil Tank Inspection
6. Financing Study of Powerline
7. Old Business
8. New Business
9. Adjourn

Minutes of a special meeting regarding the power proposal are enclosed for your review.

**Joel Bedor Letter to Scott Menker**
**RE: Investment in Mt. Washington Cog Railway**
**February 27, 1988**

Dear Scott
It was good to hear from you this week. The following should answer some of your questions.

***OPERATING DATA***

Enclosed is a summary of the dispatch reports, reflecting a total of 50,009 riders for the 1987 season. Monthly revenues are proportional to the ridership numbers. We expect a minimum of 55,000 riders in 1988 based on the following:

1. The #1 engine was not available for use in 1987, due to restoration work presently being completed and the restoration of the #6 engine was not completed until August 1987 so it made its first trip Tuesday, August 18. Incidentally, the #1 is used only as a backup engine. It is difficult to say how many passengers

were lost due to lack of motive power, but I estimate between 1000 and 2000 passengers from careful analysis of the dispatch reports.

2. We have a better early and late season marketing plan which includes direct coordination with the major hotels for their early and late season group business.

3. In 1987 we were unable to fill early and late trains. We have established a Bed & Breakfast at the Teague Chalet and will have an RV Park and several cabins available for overnight guests in 1988. We feel the people who stay over night at the base will help fill one early (8:00 A.M. or 9:00 A.M.) train during July and August.

4. Our overall marketing efforts and operating policies during the last two years (since we took operating responsibility) seem to be paying off. For example, we have booked a $2,500 wedding party for September and a 300-500 person national railroad fan tour for June. Tour bookings are up for the coming season. There is a great interest in our Ski Trains to Tuckerman's.

Enclosed is the detail of the 1987 operating expenses and the following are some comments an certain items.

l. Our restoration efforts in the last two years have been concentrated on the locomotives, with 5 being equipped with new boilers. Of the remaining three locomotives, one was built new and put on line in 1983, one is about 20 years old and in good operating condition, with the #1 being older but able to be used as a backup engine.

2. In 1988, we have begun to concentrate our efforts on coach repairs and track improvements. Accordingly my 1988 budget allows for $30,000 of materials and $26,000 of labor for track work. This same track effort should be expended for the next few years.

3. Among the 1987 railroad costs is an item for fuel which is not a recurring item since we now have commercial power at the base.

Included in equipment rental is $5,100 to a stockholder for his garage and equipment used during 1987 for the complete rebuilding of the #4 and #6 engines.

In general, despite major costs being capitalized, 1986 and 1987 railroad costs were inflated due to the massive project of rebuilding five locomotives.

4. The 1987 gift shop cost of sales reflected an unusually high 67%. Although it is not entirely clear why this occurred, we feel that by consistent pricing and the addition of one staff person to help prevent theft, our cost of sales will be restored to its proper level of 50%.

5. Included in the administrative expenses are the following:

a) Utilities reflect fuel for generators which will not be recurring since we have commercial power now.

b) Consulting included a $45,000 annual payment to a former owner which, of course, would not be an expense for your group.

I am enclosing the 1988 payroll budget which has been recently prepared as well as an updated 1988 operating budget. Realistically, this business will generate $500,000 in operating profits in 1988, which will be available for debt service, fixed asset acquisition, officer compensation, etc.

Finally, I am trying to put together information about our track systems, operating equipment, etc. which will be helpful to you. You should note that independent engineering studies etc. are scarce. Most of our equipment has been manufactured in our own shops and our tracks are inspected weekly by our own employees.

The systems have stood the test of time, having operated since 1869 without failure. Only one serious accident has occurred in 118 years of operation and the cause of that accident has been eliminated.

I will forward track and other engineering data shortly.
Yours very truly, *Joel J. Bedor* President

**DISPATCH TOTALS**

| | ***RIDERS*** | ***TRIPS*** |
|---|---|---|
| APRIL | 36 | 2 |
| MAY | 865 | 28 |
| JUNE | 4,627 | 130 |
| JULY | 13,364 | 324 |
| AUGUST | 15,291 | 334 |
| SEPTEMBER | 8,980 | 199 |
| OCTOBER | 4,887 | 103 |
| NOVEMBER | 50 | 2 |
| TOTALS | 48,100 | 1120 |
| ONE WAY FROM SUMMIT | 1,909 | |
| TOTAL RIDERS | 50,009 | |

**Mt. Washington Cog Railway Appraisal Report**
**to Wayne Presby & Casco Northern Bank - Jon Kendrick**
**Bruce A Taylor MAI**
**March 12, 1988**

Dear Mr. Kendrick and Mr. Presby,

In accordance with your request, I have personally inspected and made an appraisal of The Mount Washington Cog Railway located in Thompson and Meserve's Purchase & Sargent's Purchase, New Hampshire.

Neither my employment nor fee were contingent on the valuation estimate of this appraisal. I am currently certified under the American Institute of Real Estate Appraisers Voluntary Continuing Education Program.

The indicated market value of the above mentioned property as of March 12, 1988 was $4,500,000.
*(*Value does not include R.R. Equipment or track or water pump for summit.)*

Very truly yours, *Bruce A. Taylor,* MAI

SUMMARY SHEET OF SALIENT FACTS

| | |
|---|---|
| TOWN: | Thompson and Meserve's Purchase & Sargent's Purchase |
| OWNER: | Mount Washington Company |
| ADDRESS: | Thompson and Meserve's Purchase & Sargent's Purchase, New Hampshire |
| PROPERTY TYPE: | Excursion, railroad, commercial and vacant land. |
| LAND AREA: | 80.61 +- acres |
| BUILDING AREA: | See report for various buildings. |

OWNERSHIP DATA

| | |
|---|---|
| PURCHASED: | (1) 1964<br>(2) 1962 |
| RECORDED: | (1)BOOK: 481 PAGE: 209<br>(2)BOOK: 474 PAGE: 07<br>Coos County Registry of Deeds<br>Lancaster, NH |
| ASSESSED VALUE: | $765,050 |
| REAL ESTATE TAXES: | $12,753.56 |
| ZONING: | State Controls regarding sewage disposal. |
| HIGHEST AND BEST USE: | As its present use and also a portion for condo development. |
| NEIGHBORHOOD: | Mostly forest land, but also in the area are located ski areas, resort properties and a considerable amount of natural beauty and property owned by individuals, US Forest Service and of course the State of New Hampshire. |
| DATE OF INSPECTION: | March 12, 1988 |
| DATE OF APPRAISAL: | March 12, 1988 |
| ESTIMATED VALUE: | $4,500,000 |

Bruce A. Taylor, MAI

## Documents - 1988

***PURPOSE OF APPRAISAL***

The purpose of this appraisal is to estimate the market value of the property known as The Mount Washington Cog Railway located in Thompson and Meserve's Purchase & Sargents Purchase, New Hampshire.

Market value is defined as follows: "The highest price in terms of money which a property will bring in a competitive and open market under all conditions requisite to a fair market sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby.

1. buyer and seller are typically motivated.

2. both parties are well informed or well advised, and each acting in what he considers his own best interest.

3. a reasonable time is allowed for exposure in the open market.

4. financing, if any, is on terms generally available in the community at the specified date and typical for the property type in its locale.

5. the price represents a normal consideration for the property type sold unaffected by special financing amounts and/or terms, services, fees, costs or credits incurred in the transaction."

***LEGAL DESCRIPTION***

The subject property is legally described in a number of deeds on record in the Coös County Registry of Deeds in Lancaster, New Hampshire. The most applicable deeds are found in Book 474, Page 7 and was recorded in 1962 and Book 481, Page 209.which was recorded in 1964.

***ZONING***

The subject property is located in towns that don't have any zoning in effect at the present time. However state health regulations apply.

***HIGHEST AND BEST USE***

This appraiser bases his opinion on the following definition as to the highest and best use of the subject property: "That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value. The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use."

The subject property lies in the unorganized towns in New Hampshire known as Thompson and Meserve's Purchase and Sargent's Purchase and of course these towns don't have any zoning in effect. But they do have of course, state regulations, as they are all in one of the highest elevations in the east, and also they are surrounded by State and National Forests and privately owned parcels. Thus, the uses that can be made of this property is regulated by state regulations rather than by town regulations.

From a practical standpoint, the subject property has been utilized for a number of years now as a passenger paying, site seeing railroad. It is a railroad that runs over 2 miles up the side of Mt. Washington to the summit, where one of course gets a panoramic view on a clear day. Also the scenery riding up is beautiful as well. From a demand standpoint, we would say that it is quite good, because the railroad is very busy during the summer months.

With regard to marketability, we would say that the site certainly has considerable adaptability and versatility in that not only is this an excursion railroad, making money in that vein, but also this property provides the water to the summit of the mountain for use by the Sate of New Hampshire and receives a very good rent for that each year. In addition to that, there is the land owned at the top of the mountain that is highly desirable land, and useful tor positioning installation of radio towers or television towers. Thus, it has a number of uses.

COG RAILWAY
Historical and Projected Statement of Operations

| | ACTUAL | | | PROJECTED | | |
|---|---|---|---|---|---|---|
| | 1985 | 1986 | 1987 | 1988 | 1989 | 1990 |
| REVENUES | | | | | | |
| Railroad * | 952.2 | 964.2 | 1,170.6 | 1,380.0 | 1,640.0 | 1,920.0 |
| Restaurant & Gifts | 171.8 | 330.1 | 396.0 | 480.0 | 530.0 | 585.0 |
| Other | 30.2 | 10.9 | 12.8 | 25.0 | 30.0 | 35.0 |
| Less Refunds | | (36.3) | (17.6) | (8.4) | (10.0) | (12.0) |
| NET REVENUES | 1,154.2 | 1,268.9 | 1,561.8 | 1,876.6 | 2,190.0 | 2,528.0 |
| COST OF SALES | | | | | | |
| Railroad | 329.7 | 415.0 | 480.5 | 544.5 | 600.0 | 660.0 |
| Restaurant & Gifts | 97.0 | 193.2 | 249.2 | 241.5 | 265.0 | 292.0 |
| Labor # | 29.9 | 79.9 | 48.1 | 66.0 | 73.0 | 80.0 |
| Maintenance # | 22.0 | 34.1 | 18.2 | 20.5 | 25.0 | 28.0 |
| TOTAL COST OF SALES | 478.6 | 722.2 | 796.0 | 872.5 | 963.0 | 1,060.0 |
| GROSS PROFIT | 675.6 | 546.7 | 765.8 | 1,004.1 | 1,227.0 | 1,468.0 |
| S, G & A EXPENSES | | | | | | |
| Administration | 121.5 | 121.4 | 168.0 | 189.0 | 204.0 | 217.0 |
| Advertising | 124.8 | 109.9 | 151.7 | 120.0 | 130.0 | 140.0 |
| Insurance | 78.0 | 82.4 | 52.4 | 120.0 | 135.0 | 150.0 |
| Taxes ** | 36.1 | 40.8 | 49.4 | 50.0 | 55.0 | 60.0 |
| Officers' Compensation | 86.0 | 19.9 | 26.4 | 52.0 | 52.0 | 52.0 |
| TOTAL SG&A | 446.4 | 374.4 | 447.9 | 531.0 | 576.0 | 619.0 |
| OPERATING INCOME | 229.2 | 172.3 | 317.9 | 473.1 | 651.0 | 849.0 |
| Depreciation | 68.0 | 60.0 | 67.2 | 70.0 | 80.0 | 80.0 |
| EARNINGS BEFORE INTEREST & TAXES | 161.2 | 112.3 | 250.7 | 403.1 | 571.0 | 769.0 |

* In 1985 and 1986 the Railway charged admission to the area. It is included here under Railraod income
** Taxes are for other than Income taxes -- principally real estate taxes
*** Officers' compensation decreased in 1986 with the hiring of a General Manager for the operations.
# "Labor" and "Maintenance" items were higher in 1986 due principally to the rebuilding of Jacobs Ladder

APPENDIX I
The Cog Railway
Weekly Ridership

| Month & Week | | YEARS 1987 | 1986 | 1985 | 1984 | 1983 | 1982 | 1981 | 1980 | 1979 | 1978 | 1977 | 1976 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/24 | 1 | 569 | 471 | 430 | 495 | 230 | 152 | 500 | 358 | 208 | 636 | 603 | 376 |
| 5/31 | 2 | 480 | 253 | 235 | 214 | 80 | 48 | 0 | 83 | 147 | 140 | 137 | 189 |
| 6/7 | 3 | 631 | 527 | 580 | 702 | 660 | 312 | 0 | 69 | 294 | 306 | 301 | 414 |
| 6/13 | 4 | 1,226 | 1,393 | 935 | 1,144 | 1,000 | 205 | | 334 | 457 | 482 | 543 | 300 |
| 6/20 | 5 | 1,605 | 2,188 | 1,125 | 1,391 | 1,499 | 841 | 1,856 | 1,112 | 833 | 1,399 | 1,515 | 1,401 |
| 6/27 | 6 | 1,631 | 1,971 | 1,719 | 2,375 | 2,006 | 2,234 | 1,852 | 1,330 | 727 | 3,057 | 3,061 | 2,680 |
| 7/4 | 7 | 3,038 | 2,454 | 2,624 | 2,112 | 2,744 | 2,104 | 2,303 | 2,660 | 1,637 | 3,195 | 2,915 | 2,728 |
| 7/11 | 8 | 2,993 | 2,611 | 2,547 | 2,305 | 3,177 | 1,908 | 2,314 | 1,693 | 1,277 | 2,627 | 3,991 | 3,537 |
| 7/18 | 9 | 2,878 | 2,505 | 2,915 | 3,429 | 3,354 | 2,187 | 3,256 | 2,203 | 2,135 | 3,719 | 3,234 | 4,302 |
| 7/25 | 10 | 3,838 | 3,408 | 2,742 | 2,735 | 3,168 | 2,430 | 3,199 | 2,660 | 1,647 | 2,877 | 3,806 | 3,161 |
| 8/1 | 11 | 4,061 | 2,107 | 3,456 | 3,254 | 4,051 | 2,386 | 2,750 | 2,986 | 2,615 | 2,982 | 3,366 | 2,495 |
| 8/8 | 12 | 3,956 | 3,444 | 3,102 | 2,783 | 3,944 | 2,271 | 2,836 | 2,676 | 1,291 | 3,071 | 3,029 | 4,194 |
| 8/15 | 13 | 3,758 | 3,449 | 2,969 | 4,141 | 3,227 | 1,694 | 3,652 | 2,588 | 2,796 | 4,186 | 3,432 | 4,664 |
| 8/22 | 14 | 2,911 | 3,227 | 2,036 | 2,292 | 2,801 | 1,921 | 2,150 | 2,947 | 1,880 | 2,621 | 3,371 | 2,799 |
| 8/29 | 15 | 2,216 | 2,396 | 1,644 | 1,920 | 3,219 | 1,599 | 2,362 | 2,054 | 2,316 | 2,116 | 2,182 | 2,360 |
| 9/5 | 16 | 2,518 | 2,312 | 1,162 | 1,519 | 1,640 | 1,023 | 1,245 | 1,287 | 844 | 903 | 809 | 1,781 |
| 9/12 | 17 | 1,515 | 1,509 | 1,582 | 1,298 | 1,449 | 715 | 764 | 1,126 | 842 | 1,254 | 724 | 1,269 |
| 9/19 | 18 | 1,719 | 2,028 | 1,845 | 1,729 | 2,171 | 1,414 | 1,672 | 1,313 | 1,294 | 1,753 | 1,283 | 1,872 |
| 9/26 | 19 | 2,780 | 1,656 | 1,712 | 2,162 | 2,739 | 2,329 | 1,860 | 1,644 | 1,499 | 1,880 | 1,136 | 2,980 |
| 10/3 | 20 | 2,037 | 2,902 | 2,320 | 2,803 | 3,255 | 1,497 | 1,619 | 1,639 | 1,679 | 1,943 | 1,659 | 1,109 |
| 10/10 | 21 | 1,547 | 1,938 | 1,626 | 1,463 | 750 | | | 1,372 | 188 | | | |
| 10/17* | 22 | 2,102 | 721 | 538 | | | | | | | | | |
| Annual Total | | 50,009 | 45,470 | 39,844 | 42,266 | 47,164 | 29,270 | 36,190 | 34,134 | 26,606 | 41,147 | 41,097 | 44,611 |

*1987 numbers include several weeks into mid November

In regard to a practical and probable use of this property of course there is no question that the railroad portion of this highest and best use is to use it for that purpose as the railroad is in good condition now that the new owners have taken over and also they have brought the equipment up to very good condition, so that has certainly a highest and best use as a railway; That compliments the subject property.

The balance of the subject property consists of a number of buildings at the base station and support buildings for those facilities for the railroad such as various cabins for the help and there are also some cabins that could be used for guests. There is a building that is being used for rental purposes now for lodging and of course the railroad sheds are there also.

In addition to all of these improvements on site, there are a number of acres of land here that can be used for potential development. From a practical standpoint, this is entirely possible because now the subject property has to it a year around maintained, state highway and also equally important it has electricity brought into it so that this area no longer has to generate its own electricity. This has increased the flexibility of this property tremendously and with the development that has taken place in Bretton Woods, which is a major complex, as a summer resort area and had that reputation for a number of years, there is considerable expansion of not only that area but also the ski area.

This area is developing then as a major second home community and with the attractiveness of the base station, we see this is having a highest and best use for condominium development. Not to be used entirely for that purpose but to compliment the Cog Railway. In other words to take advantage of what is already in place.

**MARKET ANALYSIS**

In this appraisal we have attempted to value the subject property by determining what the land value is from a unit density approach. That is, to determine approximately how many units can be built on site and then determine what other developers have bought for similar sites to develop. The sales used though do require some adjustments and an explanation follows.

***TIME*** - Real estate values have been rising considerably over the last several years thus requiring very large plus adjustments to the sales used. This is the case for all of the sales.

***LOCATION*** - All of the sales of course do vary somewhat in their locations but they are all in the same general area as the subject property, certainly in competing areas and while the subject site certainly has a tremendous view from it and an excellent location, it is further from the ski areas. Hence we feel that they are offsetting as far as location between the sales and the subject are concerned.

***SIZE*** - There is only one sale that was anywhere near as large as the subject property and that was Sale #4. The other sales, #2 and #3 were also around the 100 unit size so that those were we feel are fairly comparable as well. Sale #1 though was much smaller than either the sales or the subject and requires a minus adjustment because usually the lower number of units, the higher the price per unit and we found that to be the case here.

***TOPOGRAPHY*** - All of the sales are similar in that regard even though the subject property is somewhat rolling, it certainly is not excessively rolling in areas that couldn't be readily developed by making use of the natural terrain.

***ACCESS*** - Considered good because the subject property is on a state maintained highway and can be readily accessed year around. The other sales have the same availability and thus no adjustment is required.

***UTILITIES*** - We find that three of the sales are superior in this regard, that is they either have town water or town sewer readily available and thus that is a cost that a developer does not have to bear to develop the parcel. It is also something that they know exists, it isn't an unknown quantity. Of course we do realize that the subject property has good water supply and there is no problem with that but it doesn't have sewer and something will have to be done in that regard. So Sales #2, #3 and #4 are superior in that regard to the subject property requiring minus adjustment.

We find that the sales fall into quite a wide range of indicated value per unit. We find that Sale #1 is the highest as we might expect, being the smallest project. The other sales fall into a very close grouping of around $6,000 per unit. In this particular case we will give some weight to all of the sales used because even though

three of the sales used do fall into a very close pattern, they are also older sales and Sale #1 is probably more reflective of market conditions today even though we did adjust them. On the other hand we have a tremendous size different between that and the potential development of the subject. So an indicated value of $8,000 per unit is probably a reasonable indication of value.

**LAND ANALYSIS FROM A DIFFERENT PERSPECTIVE**

We generally like to work from a unit of comparison on a number of units on properties like this but, developers now have gone to a new manner of assigning land values or unit prices. That is that the developer will build the units and pay a percentage of the sale price to the owner of the land. These percentages range anywhere from 10% to 15%.

If we approach the subject parcel from that standpoint, then we would have 250 units x 100,000 = $25,000,000 and at even say 13%, it would equal $3,250,000. At only 10% of course it would equal $2,500,000. Of course this is not going to be realized at a certain date it is going to be done over a two to three year period probably and thus it would have to be discounted. on the other hand, real estate values theoretically and in reality generally tend to increase so it probably would be offset even if it was discounted, using the figures that we have already started with the indicated value could be anywhere from $1,800,000 to $2,400,000. If we compare this to the figure derived at on a unit basis, we find that that is just about in the middle of these two ranges. On the other hand we think that our indicated value on a unit basis is probably the best supported approach. It is also is the most conservative in that there is less risk taken to the owners if the developer is the one that builds the units. So they are probably in a secure position in that manner than they would be if they had to buy the land and develop it themselves. Thus our final conclusion of value on this bottom parcel of land at the base station is $2,250,000.

***RECONCILIATION***

In this appraisal this appraiser has been asked to determine the market value of the subject and we normally consider all three approaches to value. An explanation as to our analysis.and reasoning follows.

COST APPROACH - The cost approach is most effective on new buildings which suffer little depreciation, and when the reproduction cost new and land values can be readily established.

In this appraisal we are dealing with an extremely unique property. There are none in the immediate area and there are not that we know of still operating that are similar to this railroad. Thus, we have a unique property here. The buildings are old, yet, they are of construction that is not necessarily outdated and they used a little different construction methods to put buildings together, but still we see this type of building being built. So we can estimate the reproduction cost new fairly accurately. The depreciation estimates though, of course are a matter of judgement. There are a number of buildings on this parcel that do show a considerable amount of wear and tear and also action of the elements and in our opinion, they did not look like they could be habitable. On the other hand, there were some buildings there that are, for their age, in fairly good shape. Also other than the physical condition of these buildings, we do have to account for the functional question of these buildings. And some of these, as we have mentioned, functionally are inadequate for today's traveling public. On the other hand, you have a certain type of individual or families traveling that do like this kind of rustic appearing cabins and these cabins could be rentable. Thus, we have estimated depreciation and not placed much value on some of the cabins, but on the other hand, they do have value. Thus, they can't be completely written off.

With regard to land value, in this appraisal we did arrive at the land value through several methods. Although it is not normal to take a property like this and separate its various integrated parts to come up with a value, in this case it was the only logical method that we could think of doing. We think we have approached this as much as any logical appraiser would do. Due to the complete uniqueness of the property, it is nearly impossible to evaluate by any other method.

Thus, we do feel the cost approach has considerable merit in this appraisal.

INCOME APPROACH - The income approach is most applicable on income producing property where income and expense data is available and accurate, and where one can establish proper capitalization rates for

the market, and when purchasers of this type of property rely on the income stream to determine the value of the property.

In this appraisal we have processed the income approach to value but only on a portion of it to help us in determining the actual value of the property because it was extremely difficult to find any sales of similar property to this and thus that appeared to be the only method in which we could determine what the value was. As far as processing the income approach to value on the rest of the property, it was not done. There was no data available to indicate what a large tract of land would be rented for or a railroad bed up the side of a mountain. Thus we haven't processed this approach on a majority of this appraisal.

MARKET APPROACH - The market approach is applied when there are a number of comparable sales that require few adjustments, that meet the criteria of being market value sales and that take place within a reasonable length of time.

In the market approach one typically finds comparable properties and then compares then to the subject property. We have done that in this case with the value of the land in particular at the base station. We find that part of the approach to be · reasonably reliable. Naturally it is impossible to find an exact duplicate where this property is located. It was not possible to find sales of narrow rights of-way up the side of a mountain or to find sales of the tops of mountain peaks similar to the subject property. Thus we did rely on the market approach but only on that portion that was at the base station. The sales used were verified arms length transactions, reliable sales and in the same general area as the subject property so they were comparable.

Our final opinion of value then will rest on the cost and market approaches.

**Wayne Presby Letter to NH Resources & Economic Development Dept.**
**Attn: George C. Jones, Commissioner**
**RE: Power Line to Summit of Mount Washington**
**March 28, 1988**

Dear Commissioner Jones:

I am in receipt of your letter dated February 22, 1988 regarding the feasibility study for the power line to the summit. We are not prepared at this time to commit $10,000.00 to a feasibility study. If the line is determined to be economically feasible, is to be constructed up the railway right-of-way, and a commitment is made to go forward with the project, we will at that time donate up to $10,000.00 to the cost of the study which was performed. We feel we have done more at this point to make this line to the summit a reality than anyone involved. As you know we have been included in this proposal primarily because we are the closest source of commercial grid power and we own a right-of-way to the summit. We do not use any power at the summit. We have offered to allow our right-of-way to be used for the installation and maintenance of the power line to the summit. We also have spent over $70,000.00 extending the commercial grid line to the base area which makes this project all the more feasible.

It is not our intention to put a halt to what we deem is a worthwhile project, but until the other parties have invested the time, money and effort into this project that we have or a definite decision is made to utilize Cog property for the project we cannot justify this expenditure.

Very truly yours, Wayne W. Preby II - Vice Preident, Mount Washington Cog Railway

**Wayne Presby Letter to Manitou & Pikes Peak Railway Co.**
**Attn: Martin R. Frick, Gen. Mgr.**
**RE: Cog Railways**
**April 2, 1988**

Dear Mr. Frick:

Thank you very much for the prompt reply following my phone call. I never expected to receive the information as soon as I did. I have gone over much of it already and found it very interesting. I do not know why I neglected to call you for so long. Obviously you are a great source of information for me and much closer than Switzerland. l hope this is the beginning of a continued basis of communication between our railways.

I myself am very new to the whole concept of rack railways. I have been involved with the Cog Railway since May of 1983. I did not become an active participant in the management of the Railway until January of 1986. Since that time we have made great progress in reviving the railway. In making this progress however 1 have become acutely aware of many problems which continue to plague the operation. Many of these problems you have already encountered and obviously solved. I cannot believe how long past management of this railway continued to struggle in a void without taking steps to modernize, at least in some respects.

I have had great difficulty in proving to my management (which is comprised of long time workers of the railway) that technology exists to correct many of our troublesome situations. l think a visit out west may be the cure.

If possible, I would like to obtain more information from you regarding the passenger railcars you wish to sell. 1 am not sure that they will meet my requirements, as you pointed out, without some modifications. I am convinced, however, that we do need to purchase cars of this type. What I would like is a railcar which will operate on our existing track. As you know our current locomotive-coach arrangement weighs in the vicinity of 30 tons with full water, passengers, and coal on board. I am sure that SLM could probably design a new loco with an 80 person capacity of that weight using hydraulic technology, but if yours could be modified or retrofitted to do the same job at a lower cost, we would be happy to consider purchasing them. Perhaps SLM could offer an opinion as to whether our track could support the weight of your locos or could make modifications resulting in less weight.

I eventually want to get my entire track off trestlework and onto the ground. But prior to doing this I will need some expert technical advice. It would be wonderful if I could start this program while at the same time increasing capacity by virtue of utilizing new locos. The increased revenue resulting from the enhanced capacity would enable us to carry out this endeavor.

I look forward to hearing from you again in the near future. Also I would like to arrange a trip for myself and 3 people from my management to your facility. If possible perhaps we could come in the fall of this year.

Very truly yours, *Wayne W. Presby*

**Martin Frick Letter toWayne Presby**
**RE: Cog Railways**
**April 29, 1988**

Dear Mr. Presby:

It has been a real pleasure talking to you over the phone two days ago. Even though 2,500 miles distance separates our two railways, we always, with much interest like to hear from your operation.

By separate mail I am sending you the available literature on our line. I hope that this material will give you a fair picture of our operation and particularly our Swiss built passenger railcars. As much as this equipment is very expensive, it proved to be the "only" solution for our Company to survive. Today we realize that, without the purchase of the twin-unit trains, we could not have handled the business, i.e. number of passengers to remain operating in the black. Our decision recently, to order one more twin-unit train is rather risky, but

again, without this additional unit, sooner or later we would run into enormous operating problems. Of course, all our improvements did not happen over night, but were the work of twenty years capital investment.

Will be happy anytime to share with you our experience and knowledge. With best personal wishes.
Sincerely yours, *Martin R. Frick* - Vice Pres. & Gen. Mgr. Manitou & Pike's Peak Rwy. Co.

**Paul Shaw - District Ranger Letter to Mt. Washington Cog Railway**
**Attn: Wayne Presby**
**RE: USFS Special Use Permits**
**May 18, 1988**

Dear Wayne:

We are reviewing all of the Special Use Permits on National Forest land. The Mt. Washington Cog Railway has a permit dated 6/24/68 for a sign on Base Station Road. There is also a permit dated 10/22/54. Among the items in this permit are three water supplies as follows:

1. A 1000 foot 1" pipeline serving WaumbeckTank.

2. A small dam and 2000 feet of two 5" pipelines at Franklin Brook.

3. A small dam and 1400 feet of two 5" pipelines on the AmmonoosucRiver. As you know, an amendment to the permit on 3/8/85 authorized the use of a 10" aluminum pipeline to be used in place of the old 5" lines. The aluminum line was to be strapped to the existing line for support. A requirement was that the aluminum pipe be painted an earth tone color to blend with the existing pipeline. The aluminum pipes were hauled to the site but never installed. They are still lying on the ground. The aluminum pipes should either be installed or removed this season. I feel a reasonable time is by September 1, 1988.

Would you please advise me in writing by June 15 whether you wish to continue the use of the sign and the dams and pipelines mentioned above and keep them under permit.

Sincerely,

PAUL A. SHAW
District Ranger

**Wayne Presby Letter to Paul Shaw - District Ranger**
**RE: USFS Special Use Permits**
**May 23, 1988**

Dear Paul:

I am in receipt of your letter dated May 18, 1988. At this time we are still utilizing all the facilities covered by the existing Special Use Permits in existence. We therefore wish to continue to use the pipelines, dams and sign on White Mountain National Forest.

As you know our predecessors put the aluminum pipe in the woods along the Ammonoosuc Brook. This project was never completed. I will be happy to instruct our personnel to pick up the old pipe by September 1, 1988, however, if you could give us until November 15, 1988, I can assure you that this project will be completed.

Although you did not mention it in your letter there is supposedly another special use permit covering certain buildings down at our shop area. These buildings were purportedly on WMNF land but I found a deed covering that area and sent it to Ailene Woodman. Could you please check on the status of this situation and let me know if a boundary adjustment will be made to reflect my ownership.

Very truly yours, *Wayne*

**Paul Shaw - District Ranger Letter to Wayne Presby**
**RE: USFS Special Use Permits**
**May 31, 1988**

Dear Wayne:

Thank you for your letter of May23, 1988. We will plan to continue the permits for the pipelines. The pipeline in Franklin Brook bas several major leaks above the point where it crosses the Ammonoosuc Ravine hiking trail. These leaks have formed a stream which is washing across the trail causing problems. I would like you to repair the leaks quickly. My other concern is the removal of the unused pieces of aluminum pipe along the Ammonoosuc River pipeline. I am agreeable to your request to have time beyond September 1, 1988. However, at the latest the pipes must be removed during this field season.

In regard to your question on land ownership near the buildings in your shop area, the title information is still being reviewed by the attorneys in Milwaukee. Eileen Woodland is handling that matter as you indicated.

Could you please let me know how soon you can repair the Franklin Brook pipeline. If you need one of our people to show the locations of the leaks to your crew, please have someone call me.

Sincerely, *Paul*

**Cog Railway Inc. Financial Condition Report**
**Ulin, Morton, Bradley & Willing**
**June 1988**

Ulin, Morton, Bradley & Welling Incorporated (UMBW) has been engaged by The Cog Railway, Inc. (CRI) to act as their financial advisor in relation to the consideration and/or implementation of various financial actions. While this Memorandum has been prepared from information obtained from the management of CRI, and from other sources we believe to be reliable, UMBW makes no representations or warranties as to the accuracy, fairness, or completeness of such information. The recipient must conduct its own investigation to receive or verify information as deemed appropriate. This Memorandum may not be reproduced without the express written permission of UMBW or CRI.

***EXECUTIVE SUMMARY:*** Built in the late 1860's to carry tourists to the summit of Mount Washington, the tallest mountain in the Northeastern United States, the Mount Washington Cog Railway is one of the engineering marvels of the world. It remain as one of only two cog railways in the United States, and the only one powered by steam engines. It has the steepest average grade and the greatest actual grade of any cog railway in the world.

The Railway is a major tourist attraction in norther New Hampshire, drawing thousands of tourists each year. Income is derived from two principal sources: the ride up the mountain to the summit (the major source of revenue), and restaurant and gift shop sales.

The property consists of 81.9 acres, 35.1 of which are at the base station area where there are buildings housing the restaurant and gift shop, a museum, engine house, car shed and others, and the remainder of which is a 100 foot wide strip to the summit of Mount Washington, including a separate 1/2 acre parcel at the summit. The operating equipment includes 8 steam engines, 8 coaches, various work vehicles as well as a fully equipped machine shop to maintain the railroad and equipment.

A summary of recent operating statements is presented below.* *(next page)*

Operations in 1985, 1986 & 1987 were negatively affected by downtime on some of the operating equipment which has now undergone rebuilding.

***THE COMPANY:*** In the late 1850's Sylvester Marsh conceived the idea of building the world's first mountain climbing cog railway on the western slope of Mount Washington, the highest peak in the Northeastern

| | ACTUAL | | | PROJECTED |
|---|---|---|---|---|
| | 1985 | 1986 | 1987 | 1988 |
| NET REVENUES | 1,154.2 | 1,268.9 | 1,561.8 | 1,876.6 |
| TOTAL COST OF SALES | 478.6 | 722.2 | 796.0 | 872.5 |
| TOTAL SG&A | 446.4 | 374.7 | 447.9 | 611.0 |
| EARNINGS BEFORE INTEREST & TAXES | 161.2 | 112.3 | 250.7 | 323.1 |

United States at 6,293 feet. The base station is located near the Mount Washington Hotel in Bretton Woods, New Hampshire which is about a three hour drive from Boston, Massachusetts.

After some debate before the New Hampshire legislature, the state granted a charter to the Cog Railway in June 1858, just 29 years after the first steam locomotive had run in the United I States and nearly 10 years before the golden spike was driven, tying together the Transcontinental railroad system. Actual construction was not started until 1865, with the intervening time spent refining the idea, principally with the help of the Aiken family *(Ed note: Aiken family assistance in Cog development remains an unsettled historical question)* who subsequently became significant shareholders in the corporation. The first passengers were transported to within three-quarters of a mile of the summit in August of 1868. The road was completed in 1869 and the first train carrying passengers to the summit was on July 3rd of that year. The railway has carried passengers continuously to the present day, with the exception of the war years of 1918 and 1943-45.

A major transition in the operations took place with the acquisition of the railway by Henry Teague in 1931 who significantly expanded the capacity and promoted the property extensively. He left his ownership position in the Cog Railway to Dartmouth College in 1951. Dartmouth College appointed Arthur Teague (no relation to Henry) as the President and Superintendent at that time. He had originally joined the railway as a worker in 1933, and had risen to Vice President and General Manager under Henry Teague. The College ultimately reached agreement to sell the railway and some property to Arthur Teague in 1962.

When Arthur Teague died in 1967, his widow, Ellen, continued to operate the property, employing general managers for the day-to-day operations. In 1983 the property was sold to a group of four New Hampshire businessmen. A reorganization of ownership interests in early 1986 resulted in two of the partners, Joel Bedor and Wayne Presby, owning 90% of the outstanding stock.

The railway rises from the base station at 2,569 feet to the summit at 6,293 feet over a track that is just under three miles in total distance. The average grade is 25% with the steepest part 37.4%. It is believed that this is the greatest average grade as well as the steepest grade of any cog railway in the world. The entire track is laid on wooden trestlework. The gauge of the track is 4 feet 8 inches which is near standard. The unique open center cog was designed to work in snow conditions up to 6-12" inches. Train speed is limited to 6 miles per hour and a roundtrip to the summit and back is 3 hour which includes a half hour for the passengers to disembark at the summit and view the area leisurely.

***CURRENT OPERATIONS:*** At present the Cog Railway is operated seasonally, opening in early May and continuing through early November. Peak periods are late July Through Labor Day and the first two weekends of October.

Revenue for the operations comes from two principal sources:

1. Ride to the Summit: The ride to the summit is, of course, the principal attraction. The full price ticket is $27 per person. There are several incentive prices for families, senior citizens, groups, etc.

2. Restaurant and Gift Shops: At the base station there is a restaurant which opens for breakfast at 7 a.m. and remains open until the last train has returned down the mountain in the early evening. In the same building there is a gift shop which is also operated by the company.

With the engine rebuilding program begun in 1985 completed for the 1987 operating season, the railway had a record ridership of 50,009. The peak week in the last 12 years was in August 1976 with 4,664 riders. It is believed that the all-time one day record was about 1,100 passengers (Appendix I shows the 12 year weekly ridership statistics).

The management, which acquired the property in 1983, made significant improvements in the base area facilities as well as in the track and operating equipment. In their first season of operations (1983) they carried 47,164 passengers to the summit, the greatest ridership recorded in the recent time until 1987.

Ridership in 1984 and 1985 was somewhat less, due principally to the lack of adequate capacity at peak periods. Several of the older engines were taken offline due to the poor condition of their boilers. Particularly in 1985, there were frequent times when all of the trains scheduled for the day were sold out by mid-morning.

1987 revenues showed an increase over 1986 as can be seen in the summary below.

REVENUES 1987 VS. 1986
$'000

| | 1987 | 1986 | % over prior year |
|---|---|---|---|
| RR Revenue | 1,171 | 964 | + 21% |
| Food & Gifts | 396 | 330 | + 20% |
| Other | 13 | 11 | + 18% |
| Less Refunds | (18) | (36) | = 50% |
| TOTAL | 1,562 | 1,269 | + 23% |

Railway revenue was up due to the increased revenue per ride and significant ridership increase. 1988 projections of substantially increased ridership are believed to be realistic as discussed in Section VI, Projections.

The Cog Railway operates under the authority of Department of Transportation, Bureau of Rail Safety which inspects the track and equipment, as they do all railroads in New Hampshire, for safety.

***SAFETY***: The Cog Railway has an excellent safety record. There have been two fatal accidents during its more than 100 years of operation. The first was in 1929 and involved the original engine which had just been rebuilt and was to become a permanent exhibit.

As a publicity stunt, they had decided to make a final run part way up the mountain (without riders). On the way down a tooth broke out of the old cog wheel which caused the cog wheel to disengage from the cog track. The engineer lost his life in the resulting accident. *(Ed note: Actually freelance photographer hired by railroad to document the event.)*

The second was the only accident involving a fatality to passengers, and was caused by human error. In 1967, the *(next to)* last train up the mountain assumed that for the descent all of the switches at the sidings would be in the correct position, and therefore did not check each as was required by the rules of operation. A switch was misaligned resulting in a coach turning over at the siding. Eight people lost their lives. New safety procedures have been instituted and strict adherence to them is enforced. All of the trains are in radio contact at all times with the base station.

The Cog Railway carries liability insurance. With its excellent safety record, and absence of any serious claims, their rates are reasonable. Currently the Railway has a policy of $1 million coverage with a $250,000 deductible at an annual cost of $55,000. Lower deductibles (at added cost) are available.

***MANAGEMENT:*** The two principal stockholders (45% each) as of May 1988 are Wayne Presby and Joel Bedor. The company is under the general direction of a five man Board of Directors and a three man Executive Committee. The full Board of Directors includes:

Wayne Presby

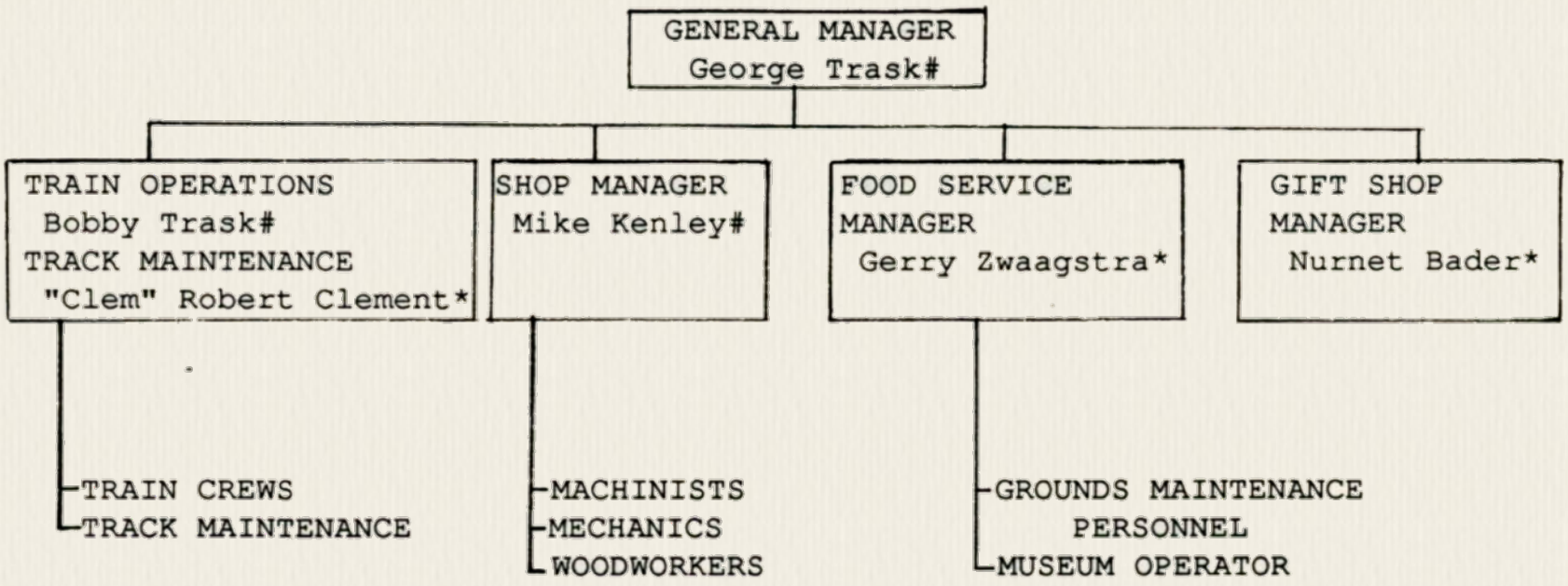
## Documents - 1988

Joel Bedor
William Presby
Cathy Bedor
George Trask

The Executive Committee consists of Wayne, Joel and George Trask, the General Manager.

Mr. Trask joined the Cog in 1987 to be the Chief Operating Officer of the enterprise. He brings with him 20 years of experience with the railway. His job is a full-time, year-round position. He directly supervises the key operating functions.

The management team consists of the General Manager plus four area managers.




* = Seasonal
\# - Year Round

The activities within each of these functional areas include:

***Train Operations*** - Bobby Trask (George's son)

Each train requires three people -- a brakeman, a fireman and an engineer. The brakeman's position is typically the entry position for train operations. A new trainee will take twenty or so trips under the supervision of a qualified brakeman to be followed by a written examination as well as observation on the line prior to being permitted to take a trip on his own.

The fireman's position is usually filled through promotion of a brakeman. He is trained by the engineer with direct experience together with a written examination after the training period.

The engineer's position likewise is usually filled by promotion from fireman. An engineer is further trained by fellow engineers and licensed by The Cog Railway. All engineers must be licensed in order to operate a train.

During peak periods, seven crews per day are required.

***Track Maintenance*** - Robert "Clem" Clement

The busy periods for track maintenance are just prior to the opening of and following closing for the season. In these two periods major repairs and replacements take place. During the course of the season there are on-going maintenance requirements which are met on a daily basis by a crew of two or three.

Some of the people who work on maintenance in the pre and post season periods work in train operations during the peak periods.

***Shop*** - Mike Kenley[sp]

With its unique engines, The Cog Railway must maintain a complete shop capable of completely rebuilding the engines as well as the coaches. They require, therefore, trained machinists, trained mechanics and trained woodworkers for some of the older coaches. In addition to the busy periods prior to opening and subsequent to closing, there is ongoing maintenance on the engines required throughout the season.

***Food Service*** - Gerry Zwaagstra, Manager

The restaurant has been under the direct management of the company for the last three years. Revenues have grown substantially since the company assumed direct control.

***Gift Shop*** - Nurnet Bader, Manager

The gift shop is also under the direct management of the company.

***Museum***

A small museum is maintained showing significant events in the construction of the railway and its operating life and innovations which led to its development.

Most of the employees are returnees from prior years particularly the machinists, mechanics and engineers. A recruiting program has been instituted at the local high schools in the local area for graduating seniors as well as at some of the colleges. The Cog Railway considers itself fortunate in having a good source of taelented local people for their employee base.

***MARKETING:*** Previous marketing activity in the years under the direction of Mrs. Teague was relatively minimal -- perhaps less than $15,000 per year in total expenditures. In the years following her management, advertising and promotion expenditures were increased to $100,000 annually and then further increased each year. At first these efforts were directed towards the local area and printing new brochures etc. In 1985 a broader approach was taken with TV, radio and printed media advertising outside the local area to help draw people to Northern New Hampshire. While no research was conducted to judge the success of the program, the belief is the strategy was not as effective as the local advertising had been and so recent efforts have been more concentrated on the local area.

The company has attended bus tour conventions of the ABA (American Bus Association) and NTA (National Tour Association). These tour operators charter buses from local companies to run their tours, and are the principal contact points for sight-seeing attractions. While there has been some success in developing tour business, an expanded effort was made in 1986 and continues for 1987 and 1988. The previous management had not encouraged tour buses with group pricing or scheduling. Typically tours are booked as much as year in advance.

***PLANS FOR 1988***

The key plans management is working on for 1988 include:

1) Negotiating for a new diesel locomotive/railcar with a Swiss manufacturer. Early discussions have taken place and this approach appears to be the most beneficial for the Railway. It would increase the effective capacity from 65,000 riders per year to at least 75,000 and more likely 100,000. This is achieved by reducing the roundtrip time from the current three hours to about one hour. Time is saved in servicing (loading with coal at base, water at base and half way up) and turnaround time at the summit.

2) Developing a master plan for the development of the base area. Under consideration is a 250 unit condominium hotel to be developed on the site.

3) Building an RV Park at the base area.

4) Continuing electrical improvements

***MARKET***

The market for potential riders of the Cog is people who are in the Mount Washington area during the period May through October. Most of the people are the residents of the six New England states. The map in appendix IV illustrates the area covered by the 100 and 200 mile radii around Mount Washington. The 100

mile radius includes Portland, Maine, Manchester and Concord, New Hampshire and Burlington, Vermont. The 200 mile radius includes all of Massachusetts as well as most of Rhode Island, Northern Connecticut (including Hartford), Albany, New York area, and Montreal, Canada. While demographic information has not been developed, it is believed that the prime market is within this area. The historical significance of the Railway, however, attracts worldwide attention and visits from groups as far away as New Zealand.

The six New England States had an estimated population of 12.6 million people as of December 1984. According to "Sales and Marketing Management" it has been projected that this figure will grow to 12.9 million by 1989, a 2.1% increase. New Hampshire itself is projected to grow by 6.8% in that period, the strongest growth rate for the area. It is estimated that the total population living within 200 miles of the Cog Railway is in excess of 15 million.

More important to projections for the Mount Washington Cog Railway are New Hampshire tourism figures. The New Hampshire Division of Economic Development estimates that in 1987 10 to 12 million tourists visited the state. While they do not make projections for the future, with the growing population and forecasted continued economic growth, it is expected to keep pace with the population trend of New Hampshire.

Tourism is the second largest industry in New Hampshire and is fueled primarily by the strong economic condition of Massachusetts, Rhode Island and New Hampshire. Tourism is a year-round business, with winter months attracting skiers and winter enthusiasts, and summer months attracting families to the mountains, lakes and numerous natural and man-made attractions within the state.

In a recent survey taken by the State of New Hampshire, The Cog Railway was the second most recognized attraction within the state (behind "The Old Man of the Mountains"). A list of major attractions which are within an hour's drive of The Cog Railway include:

The Old Man of the Mountains
Franconia Notch
Lake Winnipesaukee
Attitash Slide
Mt. Washington Auto Road
Squam Lake ("Golden Pond")
Kangamagus Highway
North Conway, New Hampshire
Saco River (White Water Canoeing)
Presidential Range
Appalachian Trail
Dartmouth College

Access to the Mount Washington area is primarily by state roads. Interstate 93 has recently been rebuilt and extended through Franconia Notch and comes to within 20 miles of The Cog Railway property. Portland, Maine, Laconia, Lebanon, and Manchester, New Hampshire, and Boston, Massachusetts are the closest cities with airports offering regularly scheduled commercial service.

***COMPETITION***

Other than hiking up the mountain, The Cog Railway and the Mount Washington Auto Road are the only ways to reach the summit. The road (owned and operated by the Mount Washington Summit Road Company in Gorham, New Hampshire) has been opened to the public since 1861. It climbs at a steady pace with some steep pitches and has an average grade of 12%. There are frequent turnouts allowing the motorists to stop to cool their brakes, for picture taking and sightseeing. The surface is primarily gravel.

The private car toll is $10 for car and driver plus $4 for each adult passenger and $3 for each child age 3-12 (under 3 is free). The road is open to private cars from 7:30 a.m. to 6:00 p.m. throughout the summer with shorter hours offered early and late in the season. The operating season, like the Cog Railway's, is from mid-May to early November.

A fleet of van stages (also owned by the Mount Washington Summit Road Company) is available to take those to the summit who do not care to make the ascent in their own cars. The fare for the stage is $14 for an adult and $9 for children 5 through 12 (under 5 is free). Stage service is available from 8:30 a.m. to 4:30 a.m.

It is estimated that 35,000 cars (excluding vans) ascend the auto road per year.

In a more general sense, all of the tourist attractions in the area compete for the tourist's dollars. They are also the principal reason for people corning into the area.

The Cog offers its riders a unique experience. The thrill of riding on a cog railway with steam engines, the spectacular views, the witnessing of the engineering marvel all combine to give the riders a very tactile and majestic experience - that they won't forget. Many, indeed, are repeat riders.

**FACILITIES AND EQUIPMENT**

The Cog Railway property consists of approximately 82 acres of land comprised of 35.1 acres at the base station area which has a good view of the valley overlooking the Mount Washington Hotel and a strip of land 100 feet wide up the mountain to the summit. All of the property is surrounded by the White Mountain National Forest. .

The operating equipment consists of:

8 four cylinder cog wheel steam locomotives with horizontal boilers. The engines are built on essentially the same design, some originally built as early as 1875. Two new engines were built in 1972 and 1983. A rebuilding program has kept all of the engines in good operating condition, with three new boilers (at a cost of $31,000 each) replacing old boilers on engines in 1986 and two more in 1987. With those in place, 5 of the engines will have had new boilers within the last three years. One was built new in 1983 and another built new in 1972. This will provide the railway with 8 operational trains for the '88 season, permitting 7 trains for the mountain climb and one for back up.

8 passenger coaches, 6 accommodating 48 passengers each and built principally of wood, 1 of which was completed in 1987, 2 coaches of aluminum and steel accommodating 56 passengers. All eight coaches are in reasonable operating condition. Cosmetic renovations will be completed on all prior to opening date.

1 "speeder", a track maintenance vehicle. This is a gasoline powered four wheel track vehicle used for track maintenance.

2 track maintenance flat cars.

The original engine, built in 1866, is now in a permanent stationary display at the base station.

Allowing three hours per round-trip, (1¼ hours up, 30 minutes at the summit and 1¼ hours down) the capacity of the present system is just over one thousand passengers per day on the assumption that there are six engines and six coaches available for use on the mountain. In order to accommodate the passing of trains on the mountain, there are two sidings. which are capable of accommodating two trains each.

The track up the mountain is built entirely on wooden trestling, to provide a more stable base on a mountain subject to extremes of weather conditions. Timber replacement is, of course, constant but the engineering principles have been well proven over the years.

In addition to the railway equipment, there are several buildings used by the company in conjunction with its present operations. The principal buildings that are currently in use include:

- the base station which accommodates the restaurant and gift shop;
- the ticket office located nearby;
- an office building;
- the museum;
- the shuttle station (which has recently been renovated);

- the engine house and car shed complex which includes a complete machine shop and miscellaneous storage buildings.

- the Teague chalet which has been renovated and is now used as a bed and breakfast

Other buildings which were used in the past include:

- a boarding house previously used by the employees which has 22 rooms and is in need of repair;
- 16 overnight cabins (some of which are in relatively good condition) formerly rented to tourists;
- some employee cabins.

There are a variety of ideas for the use of some of these underutilized facilities...

In 1987 a new three phase 34.5 KW line was constructed from the main road to the base area providing a more reliable source to the generators previously used. Until 1987, all of the electricity used at the Railway was generated by a small hydro system and a diesel back up system. Water power for the hydro generating system is from dams on the Ammonoosuc and Franklin Brooks with 4" lines from each driving in line turbines. There is 600' of head from both dams. This system currently can generate more than adequate power for the area, and excess could be sold to New Hampshire Electric Co-op

With the renovation scheduled for the operating equipment, and with some cosmetic improvements in the base station area this year, it is believed that the railway facilities are in good operating condition.

Future plans for the Railway and the property include:

- o A hotel condominium development at the base area
- o Diesel locomotives/cars. Consideration is being given to a Swiss built locomotive/car for test.
- o Enlarging the museum
- o extending power lines and selling electricity to the Summit operations
- o Building (at state cost) a septic system for the summit which could be utilized by the bae are development.

There are many other ideas that could be implemented to substantially enhance revenues and profitability. Some of those which have been considered include:

- For a modest cost, an upgraded 25 KW hydro electric generating facility could be put on line and the excess power sold to the local power utility producing revenue of about $180,000 per year. Local utilities are required to buy power from independent producers at the wholesale rate.

- Use of facilities for off-season lodging. Snowmobilers, for example, have often requested use of the facilities. The Teague Chalet can now be used as a bed and breakfast facility. With year round access now available (electricity as needed and water available), this could be an attractive overnight stay for cross country skiers starting at the Bretton Woods Center a short 6 miles away.

- Development of base area with additional attractions .

- Moonlight rides (starting at sunset) could be added with the re-installation of lights on the engines.

***PROJECTIONS***

The financial projections in this section are based on continuing the operations of the property with only minor ongoing improvements. Capital additions (including replacements) are budgeted at $50,000 per year.

The principal assumptions made for the projections are:

1) Ridership projections reflect steady increases principally as a result of:

   a) Continued promotion and growth of tourism area.

b) A discount program for local residents in off peak times of $20 per ride will be established and promoted.

c) Tour operators will be encouraged, and will be given discounts for scheduling at off peak times.

This will result in the average revenue per rider at a forecasted $25 versus the $23 of 1987.

Recent Ridership & Revenue Statistics Show:

| | # Riders | Average Railroad Revenue Per Rider |
|---|---|---|
| 1983 | 47,164 | $ 17 |
| 1984 | 42,272 | 19 |
| 1985 | 39,844 | 21 |
| 1986 | 45,070 | 21 |
| 1987 | 50,009 | 23 |

Successive years' ridership and other revenues will be achieved by continuing to increase the advertising and promotion budgets and adding base area attractions. Price are forecasted to increase in 1988 and 1990.

Ridership and revenue per rider are forecasted at:

| | # Riders | Average Railroad Revenue Per Rider |
|---|---|---|
| 1988 | 55,000 | $ 25.00 |
| 1989 | 60,000 | 27.00 |
| 1990 | 65,000 | 29.00 |

2) Railroad costs, gifts, labor, and maintenance are based on 1987 costs increased to reflect the increase in activity.

3) Administrative expenses are based on 1987 expenses increased to reflect the activity of the area.

4) Advertising is projected at approximately 9% or less of revenue, the amount estimated to be necessary to sustain the sales increase.

5) The depreciation shown reflects the current basis in cost of the assets. Railroad equipment and related track may be depreciated for tax purposes on a 7 year schedule (Locomotives and Coaches could be 5 years), which will create a substantial tax benefit for the new owners utilizing a stepped up basis. *(Cog Railroad Fixed Assets Valuation Estimated in Appendix II - next page)*

APPENDIX II
COG RR FIXED ASSETS
Valuation estimates
as of 5/88

| | Number | Value(ea.) $ | TOTAL $ |
|---|---|---|---|
| 8 Four Cylinder Cog Wheel Locos | | | |
| Rebuilt '87 | 2 | 125,000 | 250,000 |
| Rebuilt '86 | 3 | 100,000 | 300,000 |
| new in 83 | 1 | 80,000 | 80,000 |
| new in '72 | 1 | 50,000 | 50,000 |
| Original Design (approved for opns) | 1 | 25,000 | 25,000 |
| Total Operating Locomotives | 8 | | 705,000 |
| 8 Passenger coaches | | | |
| New in '87 | 1 | 60,000 | 60,000 |
| 56 passenger (alum & Steel) | 2 | 30,000 | 60,000 |
| 48 passenger (Annual maintenance to keep in good operating condition) | 5 | 25,000 | 125,000 |
| Total Passenger Coaches | 8 | | 245,000 |
| "speeder" track maintencance vehicle | 1 | 5,000 | 5,000 |
| track maintenance cars | 2 | 10,000 | 20,000 |
| Original engine (on display) | 1 | 50,000 | 50,000 |
| Buildings* | | | 515,000 |
| Land used for RR operations* | | | 1,744,400 |
| Track and Trestle @ $50K mile | 4 | 50,000 | 200,000 |
| TOTAL PROPERTY USED IN RR OPERATIONS | | | 4,434,400 |
| LAND FOR DEVELOPMENT* | | | 2,250,000 |
| TOTAL | | | 6,684,400 |

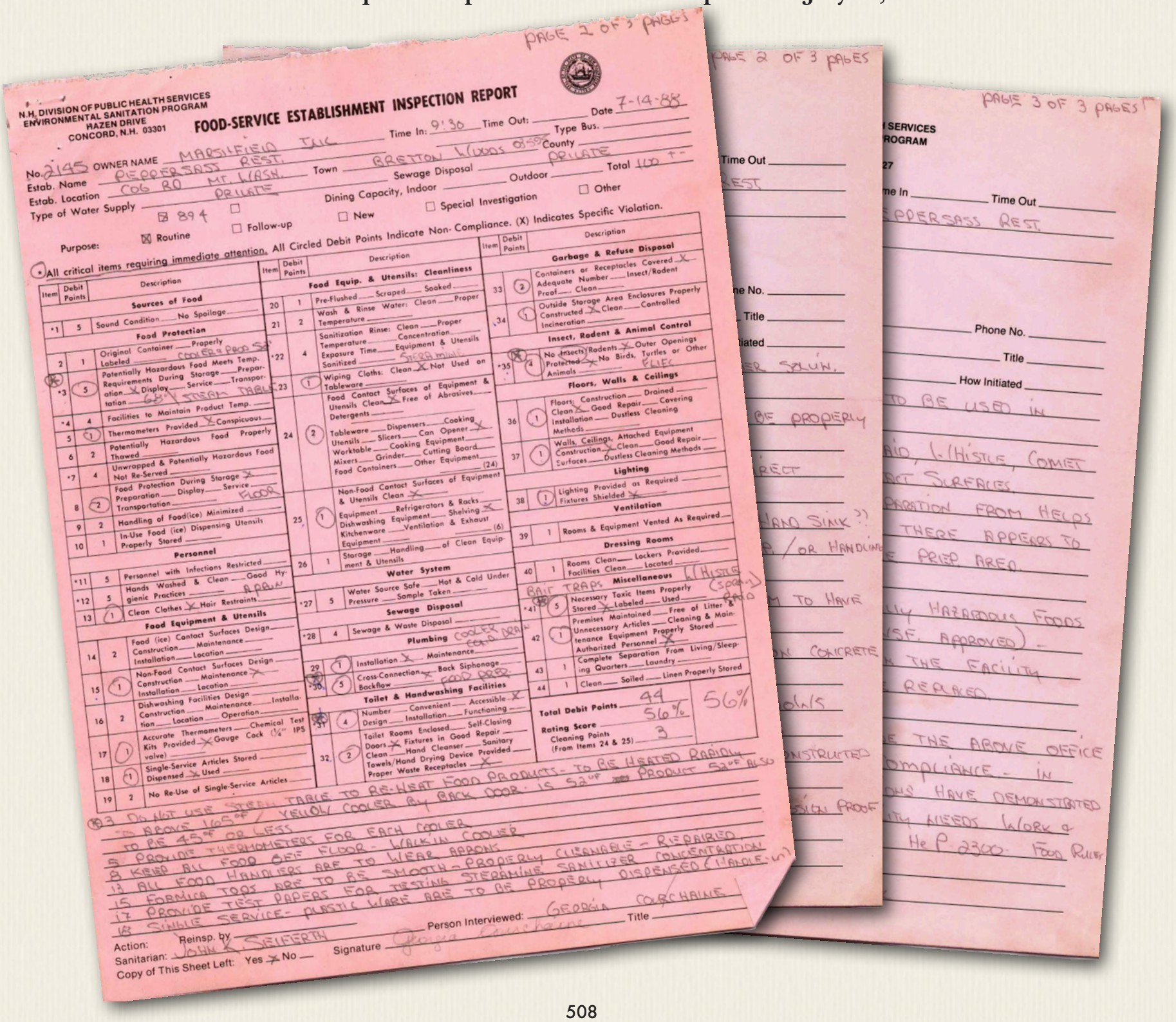
* 3/88 Appraisal By B. A. Taylor, MAI

**Wayne Presby Letter to L.P. May & Associates, Inc.**
**RE: Mount Washington Cog Railway**
**June 9, 1988**

Dear Mr. May:

It was a pleasure to speak with you today regarding the projects we are contemplating at the Mount Washington Cog Railway. I have enclosed per your request a copy of a package prepared by Ulin, Morton, Bradley &: Welling regarding the Cog Railway Property. I have also enclosed our recent appraisal. Please note the appraisal is of land and buildings only and does not include the value of railroad track and equipment. I think this will be sufficient for a preliminary review of our request. I am currently seeking to consolidate approximately $1,800,000.00 in outstanding debt and looking to secure an additional $2,000,000.00 to purchase a new Swiss made locomotive. Please let me know if you are interested in this proposition. I look forward to your reply. Very truly yours, *Wayne W. Presby* - Vice-President Mount Washington Cog Railway

***Peppersass* Restaurant Failed Food Service Inspection**
**54 of Required 70 points on Routine Inspection - July 14, 1988**


N.H. DIVISION OF PUBLIC HEALTH SERVICES
ENVIRONMENTAL SANITATION PROGRAM
HAZEN DRIVE
CONCORD, N.H. 03301

FOOD-SERVICE ESTABLISHMENT INSPECTION REPORT

PAGE 1 OF 3 PAGES

Time In: 9:30 Time Out: _____ Date 7-14-88

No. 2145 OWNER NAME MARSILFIELD INC Type Bus. _____

Estab. Name PEPPERSASS REST. County _____

Estab. Location COG RD MT. WASH. Town BARTON (WOODS 0350) Sewage Disposal PRIVATE

Type of Water Supply PRIVATE Dining Capacity, Indoor _____ Outdoor _____ Total 100 +-

Purpose: ☒ Routine ☐ Follow-up ☐ New ☐ Special Investigation ☐ Other

(*) All critical items requiring immediate attention. All Circled Debit Points Indicate Non-Compliance. (X) Indicates Specific Violation.

| Item | Debit Points | Description |
|---|---|---|
| | | **Sources of Food** |
| *1 | 5 | Sound Condition ___ No Spoilage ___ |
| | | **Food Protection** |
| 2 | (1) | Original Container ___ Properly Labeled ___ COOLER & FOOD SAT |
| *3 | (5) | Potentially Hazardous Food Meets Temp. Requirements During Storage ___ Preparation X Display ___ Service ___ Transportation ___ 68° STEAM TABLE |
| *4 | 4 | Facilities to Maintain Product Temp. ___ |
| 5 | (1) | Thermometers Provided X Conspicuous ___ |
| 6 | 2 | Potentially Hazardous Food Properly Thawed ___ |
| *7 | 4 | Unwrapped & Potentially Hazardous Food Not Re-Served ___ |
| 8 | (2) | Food Protection During Storage X Preparation ___ Display ___ Service ___ Transportation ___ FLOOR |
| 9 | 2 | Handling of Food(ice) Minimized ___ |
| 10 | 1 | In-Use Food (ice) Dispensing Utensils Properly Stored ___ |
| | | **Personnel** |
| *11 | 5 | Personnel with Infections Restricted ___ |
| *12 | 5 | Hands Washed & Clean ___ Good Hygienic Practices ___ AS PAN |
| 13 | (1) | Clean Clothes X Hair Restraints ___ |
| | | **Food Equipment & Utensils** |
| 14 | 2 | Food (ice) Contact Surfaces Design, Construction ___ Maintenance ___ Installation ___ Location ___ |
| 15 | (1) | Non-Food Contact Surfaces Design, Construction ___ Maintenance X Installation ___ Location ___ |
| 16 | 2 | Dishwashing Facilities Design, Construction ___ Maintenance ___ Installation ___ Location ___ Operation ___ |
| 17 | (1) | Accurate Thermometers ___ Chemical Test Kits Provided X Gauge Cock (1/4" IPS valve) ___ |
| 18 | (1) | Single-Service Articles Stored ___ Dispensed X Used ___ |
| 19 | 2 | No Re-Use of Single-Service Articles ___ |

| Item | Debit Points | Description |
|---|---|---|
| | | **Food Equip. & Utensils: Cleanliness** |
| 20 | 1 | Pre-Flushed ___ Scraped ___ Soaked ___ |
| 21 | 2 | Wash & Rinse Water: Clean ___ Proper Temperature ___ |
| *22 | 4 | Sanitization Rinse: Clean ___ Proper Temperature ___ Concentration ___ Exposure Time ___ Equipment & Utensils Sanitized ___ SUGAR MINS |
| 23 | (1) | Wiping Cloths: Clean X Not Used on Tableware ___ |
| 24 | (2) | Food Contact Surfaces of Equipment & Utensils Clean X Free of Abrasives ___ Detergents ___ Tableware ___ Dispensers ___ Cooking Utensils ___ Slicers ___ Can Opener X Worktable ___ Cooking Equipment ___ Mixers ___ Grinder ___ Cutting Board ___ Food Containers ___ Other Equipment ___ (24) |
| 25 | (1) | Non-Food Contact Surfaces of Equipment & Utensils Clean X Equipment ___ Refrigerators & Racks ___ Dishwashing Equipment ___ Shelving X Kitchenware ___ Ventilation & Exhaust Equipment ___ (6) |
| 26 | 1 | Storage ___ Handling ___ of Clean Equipment & Utensils ___ |
| | | **Water System** |
| *27 | 5 | Water Source Safe ___ Hot & Cold Under Pressure ___ Sample Taken ___ |
| | | **Sewage Disposal** |
| *28 | 4 | Sewage & Waste Disposal ___ |
| | | **Plumbing** COOLER COND. DRAIN |
| 29 | (1) | Installation X ___ Maintenance ___ |
| *30 | (5) | Cross-Connection ___ Back Siphonage ___ Backflow X FOOD PREP. |
| | | **Toilet & Handwashing Facilities** |
| *31 | 4 | Number ___ Convenient ___ Accessible X Design ___ Installation ___ Functioning ___ |
| 32 | (2) | Toilet Rooms Enclosed ___ Self-Closing Doors X Fixtures in Good Repair ___ Clean ___ Hand Cleanser ___ Sanitary Towels/Hand Drying Device Provided ___ Proper Waste Receptacles X |

| Item | Debit Points | Description |
|---|---|---|
| | | **Garbage & Refuse Disposal** |
| 33 | (2) | Containers or Receptacles Covered X Adequate Number ___ Insect/Rodent Proof ___ Clean ___ |
| 34 | (1) | Outside Storage Area Enclosures Properly Constructed X Clean ___ Controlled Incineration ___ |
| | | **Insect, Rodent & Animal Control** |
| *35 | (4) | No Insects/Rodents X Outer Openings Protected X No Birds, Turtles or Other Animals ___ FLIES |
| | | **Floors, Walls & Ceilings** |
| 36 | (1) | Floors: Construction ___ Drained ___ Clean X Good Repair ___ Covering Installation ___ Dustless Cleaning Methods ___ |
| 37 | (1) | Walls, Ceilings, Attached Equipment Construction ___ Clean ___ Good Repair ___ Surfaces ___ Dustless Cleaning Methods ___ |
| | | **Lighting** |
| 38 | (1) | Lighting Provided as Required ___ Fixtures Shielded X ___ |
| | | **Ventilation** |
| 39 | 1 | Rooms & Equipment Vented As Required ___ |
| | | **Dressing Rooms** |
| 40 | 1 | Rooms Clean ___ Lockers Provided ___ Facilities Clean ___ Located ___ |
| | | **Miscellaneous** HISTLE (SPARE) |
| *41 | (5) | Necessary Toxic Items Properly Stored X Labeled ___ Used ___ BAIT TRAPS |
| 42 | (1) | Premises Maintained ___ Free of Litter & Unnecessary Articles ___ Cleaning & Maintenance Equipment Properly Stored ___ Authorized Personnel X |
| 43 | 1 | Complete Separation From Living/Sleeping Quarters ___ Laundry ___ |
| 44 | 1 | Clean ___ Soiled ___ Linen Properly Stored ___ |

Total Debit Points 44
Rating Score 56%
Cleaning Points (From Items 24 & 25) 3

56%

#3 DO NOT USE STEAM TABLE TO RE-HEAT FOOD PRODUCTS - TO BE HEATED RAPIDLY TO ABOVE 165°F / YELLOW COOLER BY BACK DOOR - IS 52°F PRODUCT 52°F ALSO TO BE 45°F OR LESS
5 PROVIDE THERMOMETERS FOR EACH COOLER
8 KEEP ALL FOOD OFF FLOOR - WALK-IN COOLER
13 ALL FOOD HANDLERS ARE TO WEAR APRONS
15 FORMICA TOPS ARE TO BE SMOOTH - PROPERLY CLEANABLE - REPAIRED
17 PROVIDE TEST PAPERS FOR TESTING STERAMINE SANITIZER CONCENTRATION
18 SINGLE SERVICE - PLASTIC WARE ARE TO BE PROPERLY DISPENSED (HANDLED)

Action: Reinsp. by SEIFERTH
Sanitarian: JOHN
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Signature Georgia Cochrane
Person Interviewed: GEORGIA COCHRANE
Title _____

PAGE 2 OF 3 PAGES
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PAGE 3 OF 3 PAGES
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ROGRAM
27
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**R. Clement Memo to J. Bedor, W. Presby, G. Trask**
**RE: Year end report - Track Dept.**
**October 24, 1988**

As you have requested, I am submitting this year end report. It will include:

Summary of the 1988 Season
Schedule of Repairs - 1988
Schedule of Repairs - 1989
Historic Norms
Materials List
Conclusions and Future Considerations

Please feel free to call with any ideas or questions that you might have.

***Summary of the 1988 Season***

For the purposes of this report, the 1988 season will be considered to have been from May 18 to October 21.

Approximately 72 percent of the total work (expressed in terms of board feet) was accomplished during the period of 33 work days from May 18 through June 31. The remaining 28 percent was done "as needed" during the months of July, August and September. Including myself, the crew consisted of five men. This was an adequate size considering the scope of the total work load.

The crew's experience level never reached its · potential due to various changes in the personnel. I replaced three of the earlier members due to discipline problems that were negatively affecting the performance of the entire crew. We were usually late leaving the base (target of 7:00 a.m.) but were doing better toward the end of the year. As the experience level and self-esteem of the crew grows, productivity should increase greatly.

Tools and supplies were never a problem although I believe the wood could be of better quality for the application. There is room for a great deal of discussion in this area but it can be left for another time.

In my judgment the crew had a successful year. A year in which the safe and continuous operation of the trains led to record breaking levels of ridership. I believe that our efforts were a major contributing factor to this success. I also believe that the track crew can and must do better in 1989. There is room for much improvement. Self-esteem and discipline will be the key to improved productivity.

We seem to have developed a good working relationship with the Department of Transportation. It will be important to strive to keep this level of cooperation in the future.

Finally, I would like to compliment three members of the crew on their dedication, knowledge and work ethic. These men are Steve Comeau, Garreth Slattery and Ed Holloway. They should be considered key members of the crew and assets to the Cog Railway.

*Historic Norms*

The following is a quick look at the past record of timber replacement by the track crew during the spring season. Using these norms we can develop some guidelines to help in determining length of season and manpower needs.

| Year | Working Days | Bd. Ft. | Bd. Ft./Dav |
|---|---|---|---|
| 1976 | 29 | 15,144 | 522 |
| 1977 | 33 | 20,376 | 617 |
| 1978 | 32 | 15,443 | 482 |
| 1979 | 25 | 20,876 | 835 |
| 1980 | 34 | 24,668 | 726 |
| 1981 | 21 | 12,073 | 574 |

| Year | Working Days | Bd. Ft. | Bd. Ft./Dav |
|---|---|---|---|
| 1988 | 33 | 12,880 | 390 |

Historic average (1976-1981, 1988) ..... 592 bd. ft./day
Historic average (1976-1981) ..... 626 bd. ft./day
Average ( 1988) ..... 390 bd. ft./day
Total board feet 1988 ..... 17,711 bd. ft.
Total spring board feet 1988 ..... 12,880 bd. ft.
Spring work as a percentage of total work 1988 ..... 72%
Total proposed board feet 1989 ..... 33,303 bd. ft.
Total anticipated board feet spring 1989 ..... 23,978 bd. ft.

Let us use 390 bd.ft./day as the low end and 592 bd.ft./day as the high end attainable for the spring of 1989. From this we develop a high of 61 and a low of 41 work days. (it should be noted that a work day in this case is from 10 to 12 hours long) Allowing for lost time due to weather, mechanical problems, etc., these figures increase to a high of 73 and a low of 49 work days. Assuming that we don't work on weekends we will need between 102 and 69 calendar days to complete this amount of work. In a worse case scenario the spring 1989 track season would extend from May 1 until August 10! Obviously, we will need to discuss alternative ideas.

**Conclusions and Future Considerations**

It is obvious to me that a considerable effort has to be made to keep the track in acceptable condition. The time frames mentioned don't take into account many of the smaller problems that we still have such as leveling, loose joint bars, clean up, etc. I estimate the total amount of timber in the trestle to be about 1 million board feet. If we assume a piece of timber lasts 50 years, then the replacement rate should be 20 thousand board feet per year. My feeling is that the timber will not last for 50 years.

Many good ideas have been discussed and many other ideas are available to be explored. I look forward to hearing your thoughts concerning the 1989 season, and hope that I will be included in the process of planning for the future of the Cog Railway.

Respectfully submitted, *R. Clement*



**Wayne Presby Memo to Clem**
**RE: Track Work Program for 1989 Season**
**undated**

Clem:

We have reviewed your written report and digested the results of our meeting last Thursday. As a result we have formulated the following goals and objectives for the 1989 season:

1) Complete all work on existing list as submitted.

2) During 1989 season complete weekly inspections of entire line, including switches, update and re-prioritize existing list to reflect any immediate concerns.

3) Submit results of weekly inspection reports and results of weekly work to Joel, Wayne and George on a weekly basis.

4) On April 1, 1989 (tentative starting date depending on weather only) assemble crew of three individuals to begin bent construction and assemble tools and equipment.

5) From April 15 (tentative starting date depending on weather only) through June 15 assemble 2 crews, one of 5 men and one of three men to begin spring work list. Everyone to work at least 48 hours per week. Track work to take place on the hill every day even remotely feasible. All other days entire crew to work with you to make up horses.

6) From June 15 through August 31 assemble 1 crew of 4 men. Make weekly delivery of wood and equipment on hill and proceed with completion of work list as updated and revised.

Our long range goal is to put as much of the track on the ground utilizing conventional systems as is possible, i.e., Base Station to Half Way House and Skyline to Summit. Prior to this work being undertaken several things must be considered, i.e. new switches, rail size, construction methodology, equipment necessary to complete construction, steel vs. wood ties, suitable method for anchoring to prevent slippage, etc. Pursuant to this goal we would like you to begin working immediately on the following proposal.

1) Develop plans for new switches of either the transfer or flip type as proposed by Swiss Loco. We opt for these systems primarily because they are tried and proven. The switches should be electrically activated with mechanical back-up.

2) Develop plans for the placement of two switches and 1000 feet of new track to be placed on the ground from the top of cold spring hill to beyond the existing siding.

3) Keep in mind that this passing track will eventually become main line and we will want to tag into it.

4) Your plans should include, estimated costs of construction of switch, railroad track materials, labor, equipment needed to construct, methodology to accomplish construction in house, estimated time for completion.

5) The plans and specifications should be prepared, materials and equipment needed and identified in advance so if necessary they can be built/purchased. Construction to begin Spring 1990.

I hope these goals and objectives are in keeping with your philosophy. I urge you to consult directly with Michael, Bobby, and myself, or Joel in obtaining these goals. We are very excited about this proposal and wish to see it come to fruition.

**Environmental Review of Mt. Washington for**
**State Fire Marshal's Office by**
**Les A. Cartier and Associates, Inc.**
**November 29, 1988**

Today's headlines are filled with reports of environmental accidents representing millions of dollars in lost property and revenue, not to mention. the impact felt on all people directly involved as a result of loss of home, illness, loss of livlihood[sp] or even death.

I'm sure we all feel that our environment is our most precious resource and even more so in the state of New Hampshire because our natural resources have been protected extensively to maintain the high quality of living in the Granite State that many other states envy.

The evolution of the ice age has been both kind and generous to the state of New Hampshire for it left in its path many natural phenomenons that intrigue people the world over and draw them to our state to view. Our most historic wonder is the profile of the Old Man of the Mountain.

It was first discovered by the early Indian settlers of NH and worshipped as, Manitou, the great god. Many tribal decisions were made under the watchful eye of Manitou during times of peril. In more recent times, 1805, the white men discovered this wonder while laying a road to Franconia. As far back as 1916 businessmen in the notch area feared for their prosperity if anything should happen to the "Old Man" so with some state aid took great pains to repair this 40' natural wonder on the side of a cliff. Again more recently officers and private citizens alike came to the rescue of the old man one more time because the natural, beautiful environment is what makes New Hampshire so special.

One's quest for adventure and breathtaking beauty can be satisfied in our unique state as well. Mt. Washing on at 6,288.176 ft. above mean sea level as surveyed by the U.SS. Geological Survey in 1925 provides our residents a well as its' visitors with spectacular views from the summit.

In the early 1800's people began to make their .ascents to the summit and now the Appalachain[sp] Mountain Club maintains 15 trails in cooperation with the White Mountains National Forest and since its inception has given service to millions of people accepting the challenge of the climb.

The first Carriage Road to provide vehicle traffic up the Mountain was completed in 1861 with New Hampshire's own Concord coach making the first ascent, Mr. & -Mrs. Stanley mad the.. first automobile ascent in a Stanley Steamer August 31, 1899.

In 1853 the first summit hotel was constructed in answer to the increased popularity of the Mt. Washington summit and proved to be very successful. By 1958 a charter was granted to Sylvester Marsh of Littleton to build a railroad to the summit. His genius engineering design of road and machine known as the "Cog Railway" was the first of its' kind and remains the only one of its kind in the U.S. but served as a model foe similar projects throughout Europe.

Because of the elevations reached on Mt. Washington the Flora is unique foe many of the rare alpine plants are seldom seen this side of Labrador or the far north. The flora of Mt. Washington is unique as many rare Alpine plants are found high up on its sides that are seldom met with this side of Labrador or the far north. These plants are extremly[sp] hardy and often bloom amid the ice and snow. In approaching the timber limit one is struck by the appearance of the Firs and spruces, which gradually become more and more dwarfish, until at last they rise but a foot or two above the ground, their branches spreading out laterally many feet and becoming thickly interwoven. The dense upper surface of their branches is often firm enough to walk upon. The Dwarf Birch, a true Labrador plant now becomes prominent, the Alpine Rhododendron, a small shrub with leather-like leaves and purple flowers, the Labrador Tea Plant, Alpine Willow, Alpine Bearberry, with its egg shaped, pale fl sh-colored blossoms, all are to be found. Also the Alpine Heath which loves the brinks of rocky ravines, the Alpine Saxifrage, the moss-like Cassiope with its tufted, thread-like stems, the Alpine Violet, and the rare Mountain Cudweed or Mountain Sorrell. All these and many others not found this side of the Acetic grow here. Many of these, after rising a few inches from the ground, spread out over the surface of the nearby rocks in that way gaining warmth to enable them to withstand the tempests and the cold. Arctic Rushes, Sedges and Lichens flourish clear to the very summit.

Mt. Washington is noted for the "worst weather in the world." Unequaled in predicting long range weather conditions for the nation and New England, the observatory was established in 1932 with its tower just over 6,309 feet.

Because of its elevation the weather station can measure conditions within the upper levels of the atmosphere and aids in the interpretation of the effects to the areas below. Being aware of the approaching weather is essential to foresters, fishermen, farmers and ranchers all throughout the area.

At the elevation of 6,288 - - Most of the mountanious[sp] area that can be seen from there, except 60 acres of private land .and state park on the summit, is part of White Mountain National Forest. This 725,000 acre public property is managed for timber production, watershed protection, hunting and fishing and outdoor recreation. Large tributaries of 4 major New England rivers rise here. Five thousand-four-hundred acres were set aside by the Forest Service-U.S. Dept. of Agriculture in 1959 to protect its unspoiled natural beauty. Reason enough, to keep the area environmentally protected.

With the advancement of technology and increased usage of the summit area it now boasts the Sherman Adams building as the State park headquarters, Mt. Washington Observatory and museum now NH Historic Site the tip top house and the first stage office now chained to the Mountain and originally built in 1878. The Yankee building, an L-shaped building put up in 1941 by Yankee Network sprouts many antennas for both private and government short-wave radio and also stands at the top of Mt. Washington as does the WMTW-TV building which was constructed in 1954 and provides radio and TV coverage for nothern[sp] New England.

All these structures and utilities provide a service for the thousands of people that visit the summit each year, listen and watch the broadcasts provided by the WMTW-TV and are employed by the state, the Auto

Road or the Cog Railway. What supplies power to all these services at this elevation? Generators, and what fuels these generators? As you begin to make the last part of your ascent to the top, five - twenty thousand gallon above ground tanks come into view. These uncontained tanks hold more than 100 000 gallons of light grade kerosene. This grade of kerosene is used because it's very thin and able to be pumped even in the colder weather. What most people are not aware of is the environmental risk these tanks pose to the White Mountain Area as well as all of New England when you consider that the four major water ways congrigate[sp] in the area below these tanks.

New Hampshire is known as the "Granite State" and this is of considerable importance when one speaks of a potential hazard that exists at the summit of Mt. Washington. If any one or all of the storage tanks were to leak or crack, the outcome would be devistating[sp]. The fast moving kerosene would inevidably[sp] begin its flow downward with little or no resistence[sp] in the terrain. Not only will it hastily make its way to the forests waterways and populated areas but even more long term damage is done when the oil finds its way into the cracks and fissions throughout the granite and follows a subsurface journey into the aquifer capable of contaminating a substantial area for many miles away as well as several years into the future.

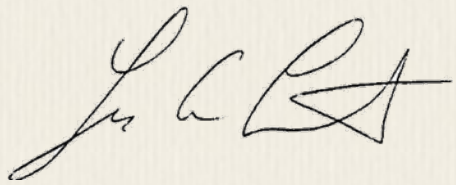
If electricity is brought to the summit the fuel tanks to power the generators could substantially be reduced. By draining, cleaning and taking down the unused tanks reducing a sizeable[sp] environmental risk.

There is also an alternative solution: that would be to contain the remaining tank area with concrete or steel retainers to protect the tank and all associated piping in the event of tank failure or accidental spill during filling operations. At this point the tanks sit directly on the ground surface, the integrity of these vessels is attacked by the corrosion that the "natural elements" of Mt. Washington deals to all the structures in the area.



*Les Cartier*
*- LinkedIn photo*

In any event whatever path is to be taken it is the strong feeling of this company that .this situation needs to be addressed soon before New Hampshire has a major catastrophy[sp] on its hands





**Requested State Assessment**
**November 29, 1988**

***King Letter to Presby:*** "Dear Mr. Presby: This letter will represent the Bureau's opinion of the condition of the operating facilities of the Cog Railroad. It will cover the track structure and equipment, as the Bureau has the responsibility of safety and regulatory matters over all railroads. The Bureau inspects the Cog facilities each year as a routine procedure. This inspection does not relieve the Cog from doing their regular surveillance of their property. These are inspections to inform the Bureau of the conditions as they exist at that time. They are used as a monitoring devise to determine if the Cog is maintaining its facilities in a safe manner and what may be required for future improvements.

As of this year *(1988)*, ending with the regular operation of trains, this Bureau's inspections and the Cog's timber replacement reports indicate that there has been a sufficient amount of timber replaced to improve the overall condition. It would appear, from the Bureau's observations, that the track and trestle are in better condition now than has been for several years. It further appears that if the present maintenance program is continued there will be no need for major capital expenditure in the foreseeable future on the track and trestle. The equipment situation is in a similar condition. The oldest boiler in revenue service was placed there in 1972. All the locomotives except the back-up power has been rebuilt since that time. Regular routine maintenance is the only expenditure that should be required on the power units, other than the totally unexpected.

The coaches are in a slightly different category, as they are older, they might required future reconstruction. However, this can easily be done with the regular maintenance crews, and without a major capital outlay. It should be pointed that there has been no major problem observed by this Bureau with the coaches, therefore we

see no need for a major outlay. I trust this will answer your questions in a satisfactory manner. Very truly yours,
- signed: *Walter W. King, Administrator* - Nov 29, 1988



## ≺1989≻

**WMTW-TV 8 Letter to Wayne Presby**
**RE: Summit Tank Removal**
**April 26, 1989**

Dear Wayne:

This is to inform you that we have engaged Terry Corrigan of Kenneth W. Corrigan, Inc. to remove the underground fuel storage tanks on the summit of Mount Washington.

Obviously, since the tanks are located on the other side of the Cog Railroad tracks from the Mount Washington Auto Road, this work will have to be coordinated with the Cog Railroad for passage over or under the tracks. I have insisted that no alterations be made to the trestles (with the exception of cribbing along side, and so forth.) Terry has been instructed to coordinate his activity with you.

All work will be done in compliance with New Hampshire Dept. of Environmental Rules, Part WS-411. Prior to their removal, the tanks will be partially uncovered and an access hole made. A cleaning service will then clean them, removing all residue. Following this, the tanks will be removed, cut up, and hauled away for disposal. Backfilling and site restoration will then be done.

We look forward to seeing this project come to completion, and appreciate your cooperation with us and Terry. Should any problems arise, please don't hesitate to call me.

Respectfully yours, *Richard L. Cushman* - Chief Engineer

**Wayne Presby Lettter to Public Health Sanitarian John Seiferth**
**RE: *Peppersass* Restaurant**
**April 27, 1989**

Dear Mt. Seiferth:

I am writing to you on behalf of the Mount Washington Railway Company concerning the *Peppersass* Restaurant located at the Base Station of the Cog Railway. Last year during July you conducted an inspection of the *Peppersass* food service establishment. In your report you detailed a number of items which required attention. Pursuant to that report a number of improvements were made and procedures were changed. To my knowledge all of the items in the report have been addressed except for the following:

1) The ceilings and walls have not been changed to smooth. surfaces to facilitate cleaning; ·
2) The lights have not been changed to shielded type; and
3) There has not been a complete separation made between food preparation and the employee dining area.

We would like to delay these improvements if possible for the time being. The Mount Washington Railway Company is in the process of completing a new Master Plan for the Base Station facilities. These plans provide for the removal of the building in which the restaurant is housed and the construction of a new facility. The new facility should be completed for the 1992 season. Because we intend to build a new facility we would like to delay the expense of costly renovations to the existing facility. I will be happy to keep you posted regarding our plans and future building progress so you can monitor our commitment to provide the new facility. We would greatly appreciate a deferment of the above items based on our future plans. If you have any further questions or cannot accommodate this request please contact me immediately so adequate arrangements can be made.

Very truly yours, *Wayne W. Presby*

**1989 College Recruiting Pitch**
**Spring 1989**

WOULD YOU LIKE TO · WORK AND PLAY IN NEW HAMPSHIRE THIS SUMMER
WE WILL GIVE YOU A JOB, A PLACE TO LIVE AND THREE MEALS A DAY

The Mount Washington Cog Railway is looking for 60 college students to work for the summer. The Cog Railway is the oldest mountain climbing train in the world and was built in 1869. It is the most famous train in the world and one of the largest attractions in New Hampshire. The jobs begin on June 1 and end after Labor Day Weekend. The starting wage is $5.00/hour with raises based on merit and experience. We will guarantee you at least 50 hours of work each week. We also have housing available on site · and a meal program.

Room and board is supplied for the sum of $40.00 per week. We are looking to fill positions in the following areas:

Fireman - responsible for firing trains on way up the mountain
Brakeman - responsible for braking coaches down the mountain
Track Crew - responsible for repair and maintenance on the track
Grounds Crew - responsible for upkeep and maintenance of property
Kitchen Personnel - responsible for preparing and serving food
Gift Shop Personnel - responsible for stocking and selling gifts
Office Personnel - responsible for making reservations and related paper work
Shop Personnel - responsible for cleaning shop and helping mechanics

If this is of interest to you please fill out the enclosed application and mail it to Mount Washington Cog Railway, Base Station Road, Mt. Washington, New Hampshire. 03589. Make sure you put down ,.a mailing address or phone number where you can be reached. You will be contacted for an interview if your application is accepted.

**Special Photo Train Derailment**
**June 28, 1989**

Two unsigned pages found in New Hampshire Transportation Department archives describe a derailment. They are likely written by General Manager Bob Clement.

"My assessment of the actual problem is as follows: Special photo train (locomotive #9, coach #1) derails up mountain fireman's side wheel on locomotive #9 at bent #728. Train continues down with all other wheels on the rails. At bent #675 derailed locomotive wheel crushes inside spikes and bolts into side piece. At this point, the pressure on the rail forced the rail toward the cog rack, bending but no breaking the joint bars. The inward force of the rail seems to have caused the locomotive wheel to re-rail itself. The down mountain, fireman's side coach wheel must have found its way across the kink as it shows no sign of derailment wear. The up mountain fireman's side coach wheel rode over the kink and derailed to the outside of the rail. It appears to have continued for a distance of a few hundred feet before re-railing on its own. The people on this train reported one large and two smaller bumps as well as a severe gauge problem. This information was relayed to the up coming train, number 1A. This train pulled up to the problem spot, stopped and reported the problem to Dispatch. Train 1A was told to return to Waumbek and call again. In the meantime, the work flat car was put on main line and a crew assembled. Train 1A was told to return to the Base. The passengers were given a full refund at this time. The work train left the Base shortly thereafter. The crew of Train #12A reported that most of the passengers were inconvenienced and that two in particular were very upset. Upon their arrival at the Base Station most of the passengers left without comment. A few left names and addresses and I hope to contact them personally and to send a letter of apology."

From the Log: Train No. 9A leaves at 9:35 am with 36 passengers for a round trip. The special photography train leaves at 10:30am with about 30 passengers for round trip - return with #2 at 2:35 pm. Train 10A

leaves at 10:50 am for round trip with 45 people aboard. Train 11A leaves at 11:50 with 52 passengers for a round trip. The 48 passengers on Train 12A depart at 12:35 pm and return to the Cog Base via Auto Road - no refund. Train 1A leaves at 1:50 pm with 48 passengers - trip to (bent) #660 - full refund. #9 with work flat car leaves Base at approximately 3:20 p. #9 breaks up mountain, engineer's side valve near bent #480. #4 replaces #9 at Waumbek switch and pushes work flat car to bent #671. After assessing needed repairs, the decision is made by me to return Train 12A passengers to Base Station via Auto Road Stage. Temporary rail gauge work is undertaken to return Train 12A to the Base at approximately 9:00 pm."

**Ninety-Minute Service Delay**
**July 13, 1989**

***Clement Letter to King:*** "Dear Walter: This letter will advise you a problem which resulted in a delay to passenger service of approximately 1½ hours. *(A train log for Thursday, July 13, 1989 is attached to the letter)* Locomotive #2 jumps time at bent #738. Speeder is dispatched to fix resulting mismatch and crushed center. Speeder passes up-bound double header (#4 and #9) at Waumbek. Speeder continues on to bent #738 and starts repair work. Up-bound double follows from Waumbek. Locomotive #4 stops just above edge of woods to check for source of rough ride. There are no visible signs of a problem and cams are reset. Roughness persists and a valve problem is suspected. Locomotive #4 called back to Waumbek. Locomotive #9, Locomotive #4 and Locomotive #3 (from summit) come to base. Locomotive #4 comes to base empty. Should you have any further questions, I will be happy to answer them.

Sincerely, *Robert Clement*."

**Skyline Switch Derailing**
**July 24, 1989**

***Clement Letter to King:*** "Dear Walter: This letter will confirm our discussions at the Base Station and provide a summary of the problems of July 24, 1989. Down coming train #1A pulls onto Skyline Siding. Brakeman and an off duty employee proceed to throw Skyline switch to mainline position. #3 flip rail is left in the side track position (directly across mainline cog rack). Upcoming train #2A arrives at Skyline Switch and stops. Brakeman and trainee check switch and flag train #2A to proceed. Train #2A derails cog gear and both wheels of the up mountain end of passenger coach. Brakeman flags train to stop. Passengers are unloaded, coach is re-railed. Passengers are boarded and trains continue in normal operation. Resultant delay to train #2A is approximately 1 hour and 20 minutes. Trains 4A and 4B are cancelled. I feel that this problem arose from a complete breakdown of employee adherence to the rules of standard operating procedure. My feelings have been expressed to the entire crew. In an effort to keep this type of breakdown from occurring again, the Cog Railway will institute these policies: 1) Issue copy of operating rules and special instructions to all train personnel. 2) Require a copy of operating and special instructions to be carried in coach and locomotive. 3) Hold bi-weekly meeting with all train personnel to discuss the events and/or problems experienced during the prior two weeks. 4) Hold weekly meetings with each crew regarding operating rules, special instructions and safety. 5) Establish a file to record date, time and attendance of the these meetings. 6) Publish operating rules and special instructions in a manual to be carried by each crew member while on duty. 7) Mark or paint #3 flip rail to make it more noticeable when it is in the side track position. 8) Included in special instructions to Brakeman a written set of instructions regarding the proper operation of a cog railway switch. Should you have any further questions or suggestion, please send them along. Sincerely, *Robert Clement.* - Jul 29, 1989

***King Letter to Clement:*** "Dear Mr. Clement: This will acknowledge receipt of your letter of July 27 regarding the incident and corrective action of July 24, 1989. I will address these remarks to your suggestions of corrective action. 1) Issue copy of operating rules and special instructions to all train personnel. --- This is covered by Rule A of the General Rules. 2) Require a copy of operating and special instructions to be carried in coach and locomotive. --- Where? Must be located so as not be taken by a passenger. 3, 4, and 5 - Holding of regular meetings, training sessions, and records for each are very good ideas. 6) Publish operating rules and special instructions in a manual to be carried by each crew member while on duty. --- Much better than #2, more

useful, would satisfy #1 and 2. 7) Mark or paint #3 flip rail to make it more noticeable when it is in the side track position. --- Very good suggestion. 8) Include in special instructions to Brakemen, written instructions regarding the proper operation of a Cog railway switch. --- Very good suggestion. I recommend the following be added to the current Rules: 1) Under the General Rules --- Authorized Personnel Only - Add--3. Off duty personnel are not considered authorized personnel. 2) Under Precautions - Add -- 19. There shall be only one person operating the switch mechanisms at any given time, except when instructing a trainee.

At some time the Rules and special instructions should be revised to remove duplications, correct any errors, and arrange in a better sequence. This should be done prior to any new printing or publishing. Any new or revised rules would have to be approved by the Bureau. I would suggest the winter season for this project and have everything in place of the 1990 season. The immediate changes can be made as an addendum to the current Rules. Very truly yours,

- signed: *Walter W. King* - Rail Safety Bureau - Aug 9, 1989

**Jack Middleton Letter to Joel Bedor - Mt. Washington Cog Railway**
**RE: Unpaid Ski Train Bill**
**October 11, 1989**

Dear Joel:

In the Spring of 1988, at Wayne Presby's request, we did some work regarding the proposed Cog Railroad ski trains. The results of that work were shared with Wayne. When no further requests for work were forthcoming , we billed for that work and, to date, have never been paid. I recently wrote to Wayne after our office manager had made a number of attempts to obtain payment. The amount in question is $827.31, and it is an enormous irritant to me that this bill has not been paid. No complaint has ever been made to me about either our work or the bill, and there is no reason that the railroad doesn't pay it that I'm aware of.

This office represented the Cog Railway in one way or another from the early '30's until Mrs. Teague sold the railroad to your group. I personally was involved with the Railroad for many, many, many years. I have many fond memories of the Railroad and have offered on any number of occasions to provide your group with any information that either our files or my memory could supply. In a word, I have tried to be cooperative in every way. I was glad to look into the matter of the Railway's ski trains on your behalf at a time when the railroad seemed to be a matter of scorn and ridicule because of these proposals. I know of no reason why our bill has not been paid in a timely fashion, and I would appreciate it if you would make every effort to see that it is paid, hopefully, by return mail. If you have some concern that I do not know of, please let me know.

Sincerely yours, *Jack B. Middleton*

**Passenger Complaint**
**October 1989**

***Miller Letter to Gov. Gregg:*** "Dear Sir: In Oct 1989 I visited your beautiful state and was impressed beyond words. The streams crystal clear. The road right of ways carpet clean. Wayside rest areas very nice. The colors awesome. One thing did upset me the Cog railroad a good ride. Mr. Gregg, the litter along the railroad right of way was gross. Old abandoned railroad ties laying helter-skelter, some half burned, many busted many half rotted, plastic buckets commercial types, water bottles and much much more. I mentioned to our guide about the sore eye view she said the state was helpless to correct the matter because it was private property. I talked to another person with another tour co. He also said it was private property - and the state was helpless to do anything about it. The sight was not expected amid so much beauty - truly disgusted. I'm writing this note hoping it will be some ink off this case. Sincerely, *Claude Miller - Oceanside, CA - rec'd Feb 7, 1990*

The Governor's office referred the letter to the Department of Resources and Economic Development. The commissioner's assistant, Kimberly Buckholz replied: "Dear Mr. Miller: Governor Gregg has forwarded your very thoughtful letter expressing your concerns regarding the litter on the railroad right-of-way on Mt.

Washington. I have forwarded copies of your letter to Mr. Walter King, Bureau of Rail Safety, Department of Transportation and Mr. Wayne Presby, President, The Cog Railway Inc., for their review and action. I do hope that you return to our beautiful state for another visit and if this office can be of further assistance, please don't hesitate to contact me. Sincerely, *Kimberly Bucholz* - Feb 23, 1990



**Joel Bedor Letter to Casco Northern Bank**
**Attn: Jerry Ford**
**November 20, 1989**

Dear Jerry:

Enclosed please find the interim financial statements for the Cog as of September 30, 1989. I trust that by this date you have received Wayne Presby's personal financial statements.

As you can see, we have had another successful operating season, primarily due to the aggressive price increases for the train ride and general cost containment. Although not reflected in these statements, we experienced a very successful October, increasing ridership over last October by 1,600 people and revenue by $75,000. Year end adjusted revenues should exceed $1,770,000.

Although for tax reasons I intend to try to keep year end net income before taxes under $125,000, our year end statements should reflect a significant improvement in our current position due to the net income and containment of capital expenditures. We expect to keep 1990 capital expenditures under $50,000 and expect in excess of $100,000 net income for the year.

I trust that this information will be sufficient for you to release our credit line.

Yours very truly, *Joel J. Bedor*



**Mount Washington Railway Company**
**Board of Directors' Meeting Minutes**
**November 26, 1989**

A meeting of the Board of Directors of the Mount Washington Railway Company took place on November 26, 1989 at the office of Joel Bedor at 96 Main Street, Littleton, NH.

Present at the meeting was Wayne Presby, Joel Bedor, Cathy Bedor and Robert Clement.

Robert Clement presented the managers report for the week ending November 24, 1989. The report consisted of the following; the work force was reduced to the basic winter crew; the work week was reduced to 40 hours per week; there was some discussion regarding what benefits existed for Mike Kenly and Robert Trask such as the number of weeks of vacation, insurance benefits and salary. Clem has decided to put together a file on each employee detailing their various benefits.

Public Service turned off the power and various electrical connections were made to further enhance the power system.

All electrical heaters were installed and were in operation.

All the trains were put away and were in the bays in which they were to stay for the winter.

The Base Station Road was plowed one day and a Fish and Game Officer came to the base to complain to Clem about the problem.

Joel Bedor presented the Financial Report.

The company will have no cash by November 30, 1989, at which time we will borrow $50,000.00 on the company line of credit. There are a few payables outstanding.

Clem is to prepare a monthly material cost to be presented at the next meeting.

A discussion was held regarding the 1, 3, 5 and 10 year master plan. Each person present presented his notion of what the plans should consist of. At the following meeting a complete list of all suggestions for each phase of the plan will be presented for a specific item by item vote.

There was a discussion regarding the new cog video in the last stages of its production. The copy was reviewed and changes were suggested.

There was further discussion regarding the master planning.

A date for a meeting to discuss the #10 conversion to oil was set for 12/4/89 at 10:00 am at the Base Station. All parties directly involved in the project were to be present.

Clem reported that he had no further information regarding the track plan.s for the upcoming season

Several items of new business were raised.

Clem was given the direction to begin gathering information on pension plans. It was decided that due to a lack of business this season no bonuses would be paid. Clem was directed to open a charge if possible at the Bretton Woods Trading Post. Clem was authorized to spend up to $200.00 for Christmas gifts for the employees. Clem was authorized to buy tires for the truck and tires for the loader if and when necessary. He was also authorized to get chains for the loader. Clem was authorized to order Christmas cards.

The meeting was adjourned and the next meeting was scheduled to be held on the weekend of December 9, 1989.

A true record: *Wayne W. Presby*, Secretary

**Cog Railway Year-End Report**
**to N.H. Transportation Department**
**December 14, 1989**

Dear Walter:

Please find enclosed my year-end report to the New Hampshire Department of Transportation,Bureau of Rail Safety.

This report consists of six sections. They are as follows:

1. General Report on Operations
2. Track Maintenance Report - work accomplished 1989.
3. Track Specifications
4. Jacob's Ladder Continuing Maintenance
5. Updated Operational Guidelines
6. Revisions to DRBl-322, Order No. 15,693

Please be confident that the Mt. Washington Railway Co. has a firm commitment to its ongoing maintenance programs. This commitment is dictated by our understanding of the importance of continued safe operation. In addition to the specific goals covered in this report, the Cog Railway has targeted many other aspects of the operation for improvement. I am available to discuss our plans and progress.

I look forward to working with your department and welcome your comments.

Sincerely, *Robert Clement* - General Manager

**GENERAL REPORT ON OPERATIONS - 1989**

The locomotive and coach shops were winterized and staffed with a six man crew throughout January, February, March and April. Major projects included:

l. New window glass in *Thelma*, Coach #12.
2. Brake and bearing work on coaches #6, #12, #2.

3. Speeder rebuild program,
4. Locomotive #10 fuel conversion project.
5. Locomotive #8 overhaul.

Both shops operated on a 7-day schedule from May until mid November. A six man crew is now in place to continue maintenance on a 5-day schedule throughout the winter.

Track work commenced on April 10th. Two work trains were operated during the spring season. The first crew concentrated on the larger items. The second was primarily a three man crew working on tie replacement. Track maintenance continued on a daily basis until June 23rd and the commencement of hourly passenger service. Track work was conducted on a lesser schedule, as needed, until September 4th. A welder was hired and worked on loose spools through the early fall. He also worked on a lifting beam that will be used to facilitate our track work during the spring of 1990. The track crew worked through the fall on light maintenance as traffic allowed. On October 23rd the work train was brought on line and operated until mid November.

Passenger operation started on May 7th. Daily operation started on May 27th and hourly service commenced on June 24th. June 25th saw our worst delay to passenger service. On July 2, July 13, July 24, Aug. 11, Aug. 22, and Sept. 11, we also experienced difficulties, although not to the extent of June 25th. Passenger service was curtailed on October 29th. Total passenger count (including summit one-way sales) was 51,857. Total number of passenger trips was 1137.

I would also like to point out the following accomplishments:

1. Installation of signal bells in locomotives
2. Speeder made operational
3. Second work flat-car and lifting beam
4. Three new spur/pinion combinations
5. New window design in *Thelma*
6. Bolt threading machine operational
7. Purchase of oak ties and heavy retention treatment of yellow pine
8. All written complaints answered personally by General Manager

Although the railway still has problems to be addressed, I feel that progress has been made in 1989. The management team has the necessary hands-on experience to outline and meet the goals for 1990 and the future.

## TRACK SPECIFICATIONS

In a continuing effort to up-grade the existing track the Cog Railway submits the following list of specifications.

It should be noted that an ongoing maintenance program is now in place. This program has been sufficient to allow continued safe operation of the trains. The condition of the track is such that we experience problems but there has never been a catastrophic failure of this portion of our system. We have all good intentions to make sure that there never is. At this time I do not feel that the track is unsafe or presents a threat to the passengers. There is room for improvement and this will in turn increase our margin of safety. A worthy goal in any case.

The Cog Railway is very aware, perhaps more than anyone, of the necessity of continued safe operation. No matter how pristine the condition of the track might be, there will always be a perception of danger. People are not, and never will be, completely comfortable experiencing such a steep railroad gradient. I would imagine many of our passengers might have those same feelings one encounters as a jet aircraft leaves the runway.

Just as we should not fear our extreme grades, we should not allow ourselves to become complacent. Many improvements can and should be made. Some are more easily achieved, such as increased timber quality. Some are more complicated, such as an improved switch design. These specifications will create a basis against which the Cog Railway can measure its progress and make its future plans. As our track improvement effort be-

comes ever more focused, these specifications will be met. Although it would be unrealistic to think these standards could be achieved in the short term, it is prudent to work toward their complete adoption.

COG RAILWAY TRACK AND TRESTLE STANDARDS

1. Cog Rack:
   - A. There shall be at least 3 7/8 inches between up-mountain spool faces.
   - B. There shall be no more than 4½ inches between up-mountain spool faces.
   - C. The rack shall be bolted on alternating ties or at least every 36 inches.
   - D. Rack joints shall not be mismatched more than ¼ inch.
   - E. Center line of a spool shall be at least-½ inch higher than the top of the rails but,
   - F. Not more than+½ inch higher.

2. Rails:
   - A. The gage shall be no less than 25 inches, measured from the inside of the rack to the gage side of the rail.
   - B. The gage shall be no more than 26 3/4 inches.
   - C. There shall not be more than a 2 inch space between any two (2) adjoining rails.
   - D. Any rail with a piece broken out of the head shall be repaired immediately.

3. Rail joint bars:
   - A. All rails will be connected with joint bars of suitable size and fit.
   - B. Bars will not be center cracked or broken, (between the two inner most bolts).
   - C. There shall be at least one (1) bolt per rail at each joint.
   - D. The bolts shall be tight to support and hold in line the rail ends.

4. Track alignment:
   - A. The track shall be lined to the rack at + or - 3/4 inch, or to look uniform.

5. Track surface:
   - A. The track must not have a deviation in profile in either rail or the rack, in any 24 feet of more than _____.
   - B. There must not be more than l inch of elevation at any point.

6. Rail fasteners:
   - A. The rail must be spiked, bolted, or lagged at least every three (3) feet on the gage and field sides.
   - B. Any spike, bolt, or lag that is loose or defective will be considered missing.

7. Switch parts
   - A. Switch points must be replaced or repaired if thy are unusually chipped or worn.
   - B. All switch parts must be in good working order.
   - C. All parts must not mismatch more than ½ inch when in the work position

8. Timber condition:
   - A. Timber must not be horizontally crushed more than 20% or hollow.
   - B. All bents over 72 inches high will have lateral braces
   - C. All bents over 72 inches high will have longitudinal braces on each side and in each direction where practical.
   - D. All bents over 36 inches high will have batter posts.
   - E. There shall be at least 3 non-defective attached ties per rack.
   - F. There shall be at least 3 non-defective ties per bent. (Floating or unattached ties not included)

9. Cross ties (on the ground):

A. There shall be at least 3 non-defective ties every of track. 12 feet

10. Repair priorities:

A. Priority code:

1. Repair before the next train.
2. Repair before the next day.
3. Repair within 10 days.
4. Repair at your earliest convenience.

B. Repairs not completed in accordance to priorities 1, 2, or 3 will be considered willful neglect and subject to a cease of operations until repairs are completed.

C. Whenever any action in "B" occurs, an inspection will be required by the Department of Transportation prior to resuming operations.

## JACOB'S LADDER CONTINUING MAINTENANCE

The Mt. Washington Railway Company would like to propose the following plans and goals for the section of trestle known as Jacob's Ladder. For clarification this would be all 25 horses starting with number 664 and continuing through number 688.

The Cog Railway would like to institute a three year plan to replace all 25 horses in Jacob's Ladder with new steel horses. These steel horses are to be designed and constructed to provide, at a minimum, the same strength as would be achieved with a new wooden horse of the existing design. At this time we do not plan to place these horses on concrete piers but will continue to use wooden blocking. Bracing will be provided to furnish the necessary structural integrity.

During the spring of 1990 the Cog Railway will replace the following horses and their bracing: 680, 681, 682, 683, 684, 685, 686, 687.

During the spring of 1991 the Cog Railway will replace the following horses and their bracing: 672, 673, 674, 675, 676, 677, 678, 679.

During the spring of 1992 the Cog Railway will replace the following horses and their bracing: 664, 665, 666, 667, 668, 669, 670, 671.

## UPDATED OPERATIONAL GUIDELINES

1. Updated Safety Rules and Regulations
2. Updated Special Instructions for Brakemen
3. Updated Special Instructions for Firemen
4. Updated Special Instructions for Engineers
5. Switching Procedure
6. Engineers Daily Report
7. Brakeman's Daily Report
8. Listing of Responsibilities
9. Flow Chart

## SAFETY RULES AND REGULATIONS

The rules set forth herein govern the Mount Washington Railway Company (thereinafter called the "Cog Railway") operations. They take effect April l, 1990, superseding all previous rules and instructions which may be inconsistent with them. In addition to these rules all employees are expected to obey the general rules of the company and any special instructions which may be issued from time to time.

Of utmost importance in the operation of any railroad is safety. On the Cog Railway with its extremes of grade and weather, safety must be of uppermost concern to every employee at every moment. Accidents do not happen. They are caused by carelessness, inattention, thoughtlessness, inexperience and negligence. We all must think safety and act safely at all times. The forces of nature with which we must contend are very unforgiving. Let us keep the safety record the railway has and make every attempt to avoid a repeat of the tragedy

which occurred here in 1967. *(Ed. note: see Vol. 1 Annus Horribilis)* For your information I have enclosed a newspaper article concerning that tragedy. Hopefully it will impress on you the very real danger that exists and encourage you to follow these rules.

While experience is the great teacher, we must learn from the past experience of others as well as from our own experiences. The rules which follow have been developed from the long experience of the American Railroads as well as from more than a century of operation of the Cog Railway. Learn these rules so the wisdom gained from the past through experience will help you prevent accidents without experiencing them. They are one part of the know how which you need to do your job.

Obedience of the rules is essential to safety.

Willingness to obey these rules is a condition of entering into service with the Cog Railway and staying with the Railway.

**GENERAL RULES**

A. Employees whose duties a e covered by these rules will be provided with a copy of these rules. Extra copies can be obtained at the Office.

B. Employees must be conversant with and obey the rules, the instructions for their jobs, and special instructions. If in doubt as to their meaning they must apply to the proper authority for an explanation. "Proper authority" as used in these rules shall be the Train Master or General Manager.

C. Employees must pass the required examinations before they may fill any job without immediate supervision.

D. Persons employed in any service on trains are subject to the rules and special instructions.

E. Employees must render every assistance in their power in carrying out the rules and special instructions and must report to the proper authority any violation thereof.

F. Accidents, failure in the supply of water or fuel, defects in track, bridges, signals, or any unusual conditions which may affect the movement of trains, must be promptly reported by radio or in person to the proper authority. Note of any verbal report will be made on daily written reports.

G. The use of intoxicants of any kind is prohibited. Any violation will result in immediate dismissal.

H. Employees will behave in a manner appropriate and becoming to their position.

I. Employees on duty on passenger cars must be neat in their appearance.

J. Employees must make every effort to be courteous to passengers but first attention must be to the safe operation of the trains.

K. In case of danger to the Company's property, employees must unite to protect it.

L. Employees must exercise care to avoid injury to themselves or others by observing the condition of equipment and the tools which they use in performing their duties and when found defective will, if practicable, put them in safe condition, reporting defects to the proper authority.

M. Employees must not stand on the track in front of an approaching engine or car for any purpose other than the performance of their duties and then only when absolutely necessary.

N. Each crew member must perform the duties to which he has been assigned by the General Manager or Department Head. No change in duties shall be made except by authorization of the General Manager or Crew Supervisor.

O. No employee shall assume responsibility for a job unless he has previously qualified for the job and has been assigned to the job by the General Manager or Train Master except in case of an emergency. Each employee is expected to use his own judgment in case of an emergency and to do his best in cooperation with other employees to minimize the emergency.

BRAKEMAN'S REPORT

COACH # _____ DATE _____

| Condition of: | Good | Fair | Poor |
|---|---|---|---|
| Brakes | _____ | _____ | _____ |
| Bumper block | _____ | _____ | _____ |
| Dog | _____ | _____ | _____ |
| Rachet | _____ | _____ | _____ |
| Seats | _____ | _____ | _____ |
| Windows | _____ | _____ | _____ |
| Floor | _____ | _____ | _____ |
| Springs | _____ | _____ | _____ |

COMMENTS: (PLEASE NOTE SPECIFIC PROBLEMS AND THEIR LOCATION)

SVG _____

***AUTHORIZED PERSONNEL ONLY***

1. Only authorized personnel will perform in, on, or around trains.
2. Only authorized personnel will ride in or on the engines. No customers or friends in the cab without special permission from the General Manager or the Train Master.

***MOVING TRAIN***

1. Trains shall be moved only when a proper signal is given.
2. Trains moving through areas traveled by the public must have a trainman walk preceding the moving train. Note: At the Summit, Brakeman tightens one brake at the tank, dismounts at the beginning of the platform, walks the train to a stop and assists passengers from the train.
3. No one should be allowed to board a moving train.
4. No one will be allowed to board a train other than from the side and at the proper entrance - no boarding over the front rail of the car.
5. Train personnel will not run beside a moving train - (Brakeman will not run down to "the rock" at Skyline Switch to get a board).
6. The Brakeman is responsible for alerting the Engineer to any object or obstacle on the track while the train is in forward motion, i.e. improperly set switch.
7. The Engineer and Fireman are responsible for any object or obstacle in the track while the train is reversed, i.e. improperly set switch.
8. Lights will be used in the clouds and the Brakeman must increase his attention to the track.

9. The trains will be run at a slow rate (approx. 1½ m.p.h.) across all switches at all times.

10. Trains should not be run faster than necessary to give a smooth ride and make proper meets.

11. Proper distance will be maintained between trains at all times. Other than at the switches at least 700 feet on the ascent and at least 1000 feet on the descent between trains, i.e. on descent - top of Long Trestle and Curve at the bottom - top of Jacobs and Halfway House - top of Cold Spring and where hill flattens out at Monkey Tree.

12. If the engine should pull away from the car, the Brakeman will:
    a. set the brakes
    b. drop the ratchet
    c. wait for the engine to return to the car - Brakeman should stay on coach at all times.

Note: A signal from the Brakeman that the ratchet is up and he is ready to proceed is a must when the engine is against the car again.

13. Ringing of the bell is the emergency signal for stopping the train.

14. A train crew consists of an Engineer (in charge of train), a Fireman and a Brakeman. The Engineer and Fireman shall be in the cab while the train is under way except when the fireman is required to perform duties on the ground at switches and water tanks, and the Brakeman shall be in the car at all times except when the ratchet is engaged and he is required to perform duties as otherwise set forth.

15. Only assigned crew members supervisory personnel or others specifically authorized by the General Manager will ride in or on the engines. Not over three crew members shall ride in a locomotive cab at one time except by specific written approval of the General Manager.

16. Engineers will take special care in moving through switches. Trains will be run at slow speed (approx. l½ m.p.h.) across all switches at all times.

17. Trains ascending the mountain must stop before passing over a switch, following which the Brakeman shall examine the switch. After he is satisfied the switch is properly set he will signal the Engineer to proceed. The Engineer shall cause the train to proceed through the switch at not exceeding slow speed (approx. 1½ m.p.h.). During the passage of the train the Brakeman shall observe the movement of the train over the switch making certain that all parts are in proper condition, and to report any excessive movement or other condition indicating that maintenance attention might be needed.

18. All descending trains shall stop before passing over any switch and both the Engineer and the Fireman shall make a physical inspection, acknowledging verbally to each other that it is properly set for passage. If found clear, passage through the switch shall be made at not exceeding slow speed (approx. l½ m.p.h.). In the dark or fog the Fireman shall walk through the switch and check it before allowing the Engineer to move through it.

19. Descending trains while under way shall have a qualified Engineer and Fireman in their proper positions in the locomotive and a qualified Brakeman stationed at the brake control in the car with no other duties to perform.

20. Each train shall be equipped with a jack, engineer's tool box, brakeman's tool box, and a radio when operating on the mountain.

21. No one other than a Brakeman and trainee shall be allowed to occupy the platform of a passenger coach without special permission from the Train Master or General Manager. (On an aluminum coach the front platform will be the space occupied by the two front seats and step area. The rear platform will be the space occupied by the two rear seats and step area.

***MECHANICAL DIFFICULTY***

1. In case of mechanical difficulty passengers will remain on the train until other directions are given.
2. The mechanical difficulty or delay of a train will be reported at once to the Ticket Office.

3. No engine with serious mechanical difficulty will be moved without permission of the Master Mechanic, General Manager or Train Master.

4. All mishaps or passenger complaints of injury and/or damage to personal property will be reported immediately to the Ticket Office and pertinent information should be noted. (Brakeman should carry pencil and paper}.

***PRECAUTIONS***

1. Engines and cars will be inspected by the engineer at the Base, water stops and Summit.
2. Use the yellow marks for stopping on or near switches.
3. Freight loaded on trains must be carefully placed so no injury or damage will occur.
4. No one shall throw coal or other objects around or near trains.
5. Broken windows will be completely removed if they present a hazard.
6. Care should be taken to remove spilled grease, oil and coal, as may slip, turn ankles and/or cause needless dry cleaning bills.
7. All fires on track and right-of-way must be extinguished at once and reported to Dispatch.
8. One man will be in the cab at all times on the mountain when or if passengers are on board.
9. Brakes will be on ratchet engaged at all times when stopped for greasing, repairs, etc.
10. The brakeman will never leave the car unattended on the mountain with passengers in coach.
11. Assist passengers whenever needed or necessary and caution them that this is a rough, rugged mountain which demands one's attention when walking.
12. Do not open the valve enough at the Base when taking water to cause the pressure to flip the hose out of the tender
13. Do not throw water on the fire in the firebox without the blower on - then only with extreme care.
14. Do not wash the ash pan without the blower on - steam is generated when water hits fire and the steam will propel hot coal and ashes on you.
15. Treat every poker, shovel, valve, pipe as if it were "red hot" - burns account for many painful injuries.
16. Do not attempt to use any machinery that you have not been checked out on - and given permission to use.
17. Use great care when lifting. Report any and all injuries to the General Manager or Train Master.

*REMEMBER: RULES SHOULD ONLY COMPLIMENT COMMON SENSE*

***CLOTHING AND GROOMING COUNT IN SAFETY***

1. Rugged, well built, steel-toed boots will protect feet and provide sure footing.
2. Well fitting, clean, dungarees and cotton shirts will provide protection from hot cinders and steam.
3. A cap will help protect the head from burns, bruises, etc., and the cap visor will shade the eyes from cinders and sun to give a better field of vision.
4. A handkerchief properly tied or pinned about the neck reduces burns from cinders.
5. A warm jacket and rain gear will aid in keeping trainmen warm and dry, so they may perform efficiently and safely during the sudden and extreme weather change which occurs frequently on Mount Washington.
6. Gloves correctly fitted will protect hands and allow safe, efficient and accurate work around the oiler. Grease and oil soaked gloves are dangerous.

7. Short hair cuts and daily shaving are an advantage if the treatment of cuts and burns is necessary.

*REMEMBER YOU ARE A RAILROAD MAN - DRESS LIKE A RAILROAD MAN - IT IS THE SAFE THING TO DO.*

## SPECIAL INSTRUCTIONS FOR BRAKEMAN

***RESPONSIBILITIES***

1. The brakeman's first responsibility and concern is for SAFETY. He must be alert and ready to react to any situation.

2. The brakeman is responsible for watching the track and giving the proper signals for the trains safe progress.

3. The brakeman is responsible for braking the car in such a manner to provide a smooth ride. This requires skill and fine coordination.

4. The brakeman shall obey the engineer.

5. The brakeman shall obey all instructions by dispatcher.

6. The brakeman is responsible for the proper throwing of switches. He shall disembark and carefully flag his train through every switch when proceeding up hill.

7. The brakeman is responsible to learn the mechanical principles of the engine and car.

8. The brakeman is responsible for having a properly working radio aboard on all trips. He is responsible for the care of the radio as well.

9. The brakeman is responsible for delivery of mail and all materials loaded on his train.

10. The brakeman is responsible for proper passenger seating.

11. The brakeman is responsible for acquiring sufficient knowledge on the points of interest about the Cog Railway.

12. The brakeman is responsible for having clean windows. dusted seats and swept floors in his car. The brakeman shall wash the outside of his coach once each day and shall clean the inside of the coach every trip.

13. The brakeman must be on the car to which he is assigned at all times unless he is going through a switch. In the event of a delay the brakeman will keep his passengers advised and will entertain them by telling them about the history of the railroad. He will keep the passengers on the train during delays and when stopped at switches.

14. The brakeman is responsible for greasing the coach and checking the nuts, brake cables and other working parts each night before leaving work so he does not have to do it in the morning.

15. The brakeman is responsible for reporting all broken mechanical parts such as seats, windows, etc., to the train master or shop foreman and on his daily report.

16. The brakeman is responsible for cleaning the crew room at the Summit.

17. The brakeman is responsible for hooking and unhooking the bell cord whenever the coach and engine separate.

18. The brakeman is responsible for having a steam heat line in the coach at all times when steam heat is not in use.

19. The brakeman is responsible for making sure there is a first aid kit on his train at all times.

20. The brakeman is responsible for helping the fireman or engineer when requested to do so.

21. The brakeman is responsible for using the radio only when necessary and for company business only.

22. The brakeman is responsible for filing a report *(next page)* on the condition of his coach and any condition of the track noted during his days work at the conclusion of each day.

23. The brakeman is responsible for calling the base every 2 minutes during a delay.

***HANDLING OUR CUSTOMERS, THE PASSENGERS***

l. The brakeman must be understanding and polite with passengers at all times. He must know how to talk to people in order to give them confidence in his ability and the railway operation.

2. The brakeman must aid passengers in getting on and off his coach.

3. The brakeman will answer questions and give a prepared speech (similar in content to the one attached) on the historical aspects of the Cog Railway and the points of interest at the Waumbek stop.

4. The brakeman will obey and help to enforce all safety regulations.

5. The brakeman will report to dispatch 11 passenger complaints, injuries and/or damage to property.

6. The brakeman will be courteous at all times.

7. The brakeman will wear clean clothes at all times: train hat, blue jeans, blue shirts, plain color shirt (no logos on shirts).

***PROCEDURES***

1. At the base the brakeman will:
   a. obtain the ticket code for his train from the ticket office before loading the passengers.
   b. Keep the ticket office informed of empty seats when passengers have finished loading at the base.
   c. Not give the signal to leave the base until he receives the "go" signal from the ticket office.
2. The brakeman will require tickets or a proper pass from all persons riding the train.
3. At the Summit the brakeman will:
   a. call dispatch upon arriving at the Summit as soon as he gets there.
   b. follow the directions carefully from dispatch.
   c. notify the crew and passengers five (5) minutes before the train is to leave the Summit.
   d. keep dispatcher informed on overload conditions at Summit.
   e. check brakes on the car and check with engineer that engine brakes are in good working condition.
4. The brakeman will relay all messages promptly and accurately.
5. The brakeman will prior to operation each day check the mechanical aspects of the car and will every day after work fill out a report noting any defects in the seats, windows, or mechanical workings of the coach and a report regarding any track defects noted while on duty.
6. The brakeman will assist with other work at the base when not needed on his train. He will inform his engineer when he is leaving the train for other work.

***REQUIRED EQUIPMENT***

1. Hat
2. watch
3. uniform
4. ear plugs
5. work boots

***SUGGESTED EQUIPMENT***

1. rain suit
2. gloves

***QUALIFICATIONS***

1. Good judgment, mechanical understanding, good common sense.
2. Have approval from general manager or train master to apprentice under a brakeman.
3. Be qualified by the train master and recommended by an engineer.
4. Pass rules examination for Brakeman to the satisfaction of general manager or train master.
5. Be approved for Brakeman's list by general manager or train master.



## SPECIAL INSTRUCTIONS FOR FIREMAN

***RESPONSIBILITIES:***

1. The fireman is responsible for maintaining proper steam pressure.

2. The fireman will be responsible for cleaning the ash pan and checking for any build-up of ashes which would. be damaging to the grates.

3. The fireman is responsible for filling the tender to the proper level at water stops.

4. The fireman will be responsible for trimming the coal in the tender and preventing the loss of coal by keeping the floor and apron clean while firing.

5. The fireman will be responsible for lifting and lowering the ratchet at the direction of the engineer. (Note: a ratchet is never dropped while an engine is in reverse motion.)

6. The fireman is responsible to and will assist the engineer in running a safe and efficient train.
7. The fireman is responsible for steaming the train up in the morning.
8. The fireman is responsible for making sure the engine has extra grease, waste and cylinder oil on it.
9. The fireman is responsible for washing out the ash pan.
10. The fireman is responsible for filling the tender with water and coal.
11. The fireman is responsible for conserving coal.
12. The fireman is responsible for cleaning the engine once per day.
13. The fireman is responsible for keeping the engine greased.
14. The fireman is responsible for checking grease lines.
15. The fireman is responsible for learning the basic elements of firing.

***PROCEDURES:***

1. The fireman will inform the engineer of any information which wi11 aid the operation of the train.

2. The fireman will obey and help enforce safety regulations.
3. The fireman should strive to gain knowledge in the operation of the train and all cog procedures.
4. The fireman should know how to stop the train if an emergency should arise.
5. The fireman should learn the proper water levels which must be maintained in the boiler.
6. The fireman will assist with other work at the base when not needed on his train. He will inform his engineer when he is leaving the train for other work.

*EVERY GOOD ENGINEER WAS ONCE A GOOD FIREMAN*

***REQUIRED EQUIPMENT***

1. Hat
2. Uniform
3. Watch
4. Ear Plugs
5. Work boots

***SUGGESTED EQUIPMENT***

l. Rain Suit
2. Gloves

***QUALIFICATIONS***

1. Have displayed an interest in train operations and learned about the operation.
2. Have approval from general manager to apprentice under a fireman.
3. Be qualified by a fireman and recommended by an engineer.

4. Have passed rules examination for fireman, verbal or written, to the satisfaction of the general manager.or train master.

5. Be approved for fireman's list by the general manager or train master.

UP MTN FIREMAN

CYLINDER: ☐ OK ☐ LOOSE ☐ BROKEN BOLTS
CYL COCKS: ☐ OK ☐ LEAKING ☐ UM ☐ DM
GUIDE BARS INSIDE: ☐ OK ☐ LOOSE ☐ BROKEN
OUTSIDE: ☐ OK ☐ LOOSE ☐ BROKEN
GUIDE BAR BRACKET: ☐ OK ☐ LOOSE ☐ BROKEN
LUBRICATION: ☐ OK ☐ NOT ENOUGH ☐ EXCESSIVE
LUBE LINES: ☐ OK ☐ LEAKING
CROSSHEAD BRASS: ☐ OK ☐ LOOSE, NEEDS SHIMMING
☐ BRASS TIGHT TOGETHER
CRANKPIN BRASS: ☐ OK ☐ LOOSE ON PIN
☐ TURNING IN YOKE
ECCENTRIC: ☐ OK ☐ LOOSE
CRANK BOX: ☐ OK ☐ LOOSE-BANGING
ROCKER BOX: ☐ OK ☐ BOLTS LOOSE IN BEARINGS
☐ BEARINGS LOOSE IN ARM
FWD STEAM RUBBER HOSE: ☐ OK ☐ LEAKING
☐ BULGING
BINDERS: CRANK: ☐ OK ☐ BROKEN STUD(s)
MAN: ☐ OK ☐ BROKEN STUD(s)

UP MTN ENG

CYLINDER: ☐ OK ☐ LOOSE ☐ BROKEN BOLTS
CYL COCKS: ☐ OK ☐ LEAKING ☐ UM ☐ DM
GUIDE BARS INSIDE: ☐ OK ☐ LOOSE ☐ BROKEN
OUTSIDE: ☐ OK ☐ LOOSE ☐ BROKEN
GUIDE BAR BRACKET: ☐ OK ☐ LOOSE ☐ BROKEN
LUBRICATION: ☐ OK ☐ NOT ENOUGH ☐ EXCESSIVE
LUBE LINES: ☐ OK ☐ LEAKING
CROSSHEAD BRASS: ☐ OK ☐ LOOSE, NEEDS SHIMMING
☐ BRASS TIGHT TOGETHER
CRANKPIN BRASS: ☐ OK ☐ LOOSE ON PIN
☐ TURNING IN YOKE
ECCENTRIC: ☐ OK ☐ LOOSE
CRANK BOX: ☐ OK ☐ LOOSE - BANGING
ROCKER BOX: ☐ OK ☐ BOLTS LOOSE IN BEARINGS
☐ BEARINGS LOOSE IN ARM
FWD STEAM RUBBER HOSE: ☐ OK ☐ LEAKING
☐ BULGING
BINDERS: CRANK: ☐ OK ☐ BROKEN STUD(s)
MAN: ☐ OK ☐ BROKEN STUD(s)

DN MTN FIREMAN

CYLINDER: ☐ OK ☐ LOOSE ☐ BROKEN BOLTS
CYL COCKS: ☐ OK ☐ LEAKING ☐ UM ☐ DM
GUIDE BARS INSIDE: ☐ OK ☐ LOOSE ☐ BROKEN
OUTSIDE: ☐ OK ☐ LOOSE ☐ BROKEN
GUIDE BAR BRACKET: ☐ OK ☐ LOOSE ☐ BROKEN
LUBRICATION: ☐ OK ☐ NOT ENOUGH ☐ EXCESSIVE
LUBE LINES: ☐ OK ☐ LEAKING
CROSSHEAD BRASS: ☐ OK ☐ LOOSE, NEEDS SHIMMING
☐ BRASS TIGHT TOGETHER
CRANKPIN BRASS: ☐ OK ☐ LOOSE ON PIN
☐ TURNING IN YOKE
ECCENTRIC: ☐ OK ☐ LOOSE
CRANK BOX: ☐ OK ☐ LOOSE-BANGING
ROCKER BOX: ☐ OK ☐ BOLTS LOOSE IN BEARINGS
☐ BEARINGS LOOSE IN ARM
FWD STEAM RUBBER HOSE: ☐ OK ☐ LEAKING
☐ BULGING
BINDERS: CRANK: ☐ OK ☐ BROKEN STUD(s)
MAN: ☐ OK ☐ BROKEN STUD(s)

DN MTN ENG

CYLINDER: ☐ OK ☐ LOOSE ☐ BROKEN BOLTS
CYL COCKS: ☐ OK ☐ LEAKING ☐ UM ☐ DM
GUIDE BARS INSIDE: ☐ OK ☐ LOOSE ☐ BROKEN
OUTSIDE: ☐ OK ☐ LOOSE ☐ BROKEN
GUIDE BAR BRACKET: ☐ OK ☐ LOOSE ☐ BROKEN
LUBRICATION: ☐ OK ☐ NOT ENOUGH ☐ EXCESSIVE
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CROSSHEAD BRASS: ☐ OK ☐ LOOSE, NEEDS SHIMMING
☐ BRASS TIGHT TOGETHER
CRANKPIN BRASS: ☐ OK ☐ LOOSE ON PIN
☐ TURNING IN YOKE
ECCENTRIC: ☐ OK ☐ LOOSE
CRANK BOX: ☐ OK ☐ LOOSE - BANGING
ROCKER BOX: ☐ OK ☐ BOLTS LOOSE IN BEARINGS
☐ BEARINGS LOOSE IN ARM
FWD STEAM RUBBER HOSE: ☐ OK ☐ LEAKING
☐ BULGING
BINDERS: CRANK: ☐ OK ☐ BROKEN STUD(s)
MAN: ☐ OK ☐ BROKEN STUD(s)

BRAKES: FRONT: ☐ OK ☐ POOR ☐ NEEDS ADJUSTING ☐ LININGS WORN
REAR: ☐ OK ☐ POOR ☐ NEEDS ADJUSTING ☐ LININGS WORN

GEARS: FRONT: ☐ GOOD ☐ FAIR ☐ POOR
REAR: ☐ GOOD ☐ FAIR ☐ POOR

(OVER)

SIG/DATE

Eng. #

## SPECIAL INSTRUCTIONS FOR ENGINEERS

***RESPONSIBLE FOR SUPERVISION***

l. The engineer will direct the work of his crew and is responsible for their failure to carry out their duties. The engineer will, when the train work is done, make his crew available for other work details.

2. The engineer will discuss and clarify the safety regulations and procedures with his crew.

3. The engineer will enforce all safety regulations.

4. The engineer will supervise his crew at the surm,it so they will in no way hinder the operation of the State Park. And he will make sure crew room is kept clean.

***RESPONSIBLE FOR PREVENTIVE MAINTENANCE***

l. The engineer is responsible for all lubrication.

2. The engineer will inspect the engine and car at all stops.

3. The engineer will keep all nuts and set screws properly tightened.

4. The engineer will maintain proper water level in the boiler at all times.

5. The engineer will not allow the spur gear to come in contact with cinders or dirt.

6. The engineer is responsible for the cleanliness of the train.

7. The engineer is responsible for punching and blowing his engine when he is last out or if released from this duty by train master or general manager.

8. The engineer is responsible for an operational signal bell in his locomotive.

***RESPONSIBLE FOR MAINTENANCE***

1. The engineer is responsible for lubrication lines and fitti ngs.

2. The engineer is responsible for cleaning the flues and smoke box.

3. The engineer will:

   a. replace and shim gibs as necessary

   b. replace and add packing as necessary

   c. keep cross-head bearings tight by adjusting the keys

4. The engineer will check that his engine is in proper working condition before attempting to depart from the surm1it and will particularly see to it that all braking systems are in proper order on the engine and

VALVES:

| | | | |
|---|---|---|---|
| TRY COCKS | ☐ OK | ☐ LEAKING BY | ☐ HANDLE LOOSE/BROKEN |
| STACK EXHAUST | ☐ OK | ☐ LEAKING BY | ☐ HANDLE LOOSE/BROKEN |
| WAY COCKS | ☐ OK | ☐ LEAKING BY | ☐ HANDLE LOOSE/BROKEN |
| BLOWER | ☐ OK | ☐ LEAKING BY | ☐ HANDLE LOOSE/BROKEN |
| WATER GLASS | ☐ OK | ☐ LEAKING BY | ☐ HANDLE LOOSE/BROKEN |
| WATER COCKS | ☐ OK | ☐ LEAKING BY | ☐ HANDLE LOOSE/BROKEN |
| MAIN STEAM | ☐ OK | ☐ LEAKING BY | ☐ HANDLE LOOSE/BROKEN |
| AIR VALVE | ☐ OK | ☐ LEAKING BY | ☐ HANDLE LOOSE/BROKEN |
| FWD STEAM | ☐ OK | ☐ LEAKING BY | ☐ HANDLE LOOSE/BROKEN |

INJECTORS RIGHT: ☐ OK ☐ WON'T PRIME ☐ PRIMES BUT WON'T FORCE ☐ SUCTION LINE LEAKS ☐ DELIVERY LINE LEAKS

LEFT: ☐ OK ☐ WON'T PRIME ☐ PRIMES BUT WON'T FORCE ☐ SUCTION LINE LEAKS ☐ DELIVERY LINE LEAKS

ENGINE WINDOWS: ☐ OK ☐ BROKEN GLASS ☐ BROKEN FRAMES
WHICH? _____

TENDER: ☐ OK ☐ LEAKS IF SO, WHERE? _____

DRAWBAR: ☐ OK ☐ PINS/HOLES WORN ☐ CRACKED ☐ TENDER FRAME CRACKED

COMPRESSION: ☐ OK ☐ FAIR ☐ POOR

ANY OTHER CONDITIONS YOU WISH TO NOTE, WRITE HERE:

car. He will get the information from the brakeman on the condition of the car brakes and advise the brakeman of the results of his own inspection and test of the engine brakes.

***RESPONSIBLE FOR PROCEDURE***

1. The engineer will provide daily mechanical reports regarding the condition of his locomotive. These reports will be filled out after his last trip.

2. The engineer will report all mechanical difficulties at once.

3. The engineer will have his brakeman call after a 5-minute wait at skyline or waumbek swtich if there is no sign of an approaching train.

4. The engineer shall not take locomotive or coach to the shop without the permission of the train master.

5. The engineer will secure the engine after the last run of the day.

6. The engineer will proceed through all switches at a very slow speed (approximately l½ m.p.h.). When proceeding through switches on the way down the engineer will stop the train above the switch, and then the engineer and his fireman will both look at the switch before proceedi ng through it. They must verbally agree it is properly set before proceeding through it.

7. The engineer will make sure that no unnecessary time is spent at the switches.

*AN ENGINEER MAY DELEGATE HIS WORK TO HIS CREW BUT NOT THE RESPONSIBILITY FOR THAT WORK.*

***MANDATORY EQUIPMENT***

1. Watch
2. Uniform
3. Ear plugs
4. Work boots

***SUGGESTED EQUIPMENT***

1. Rain suit
2. Gloves

***REQUIREMENTS***

1. Mature judgment, mechanical dexterity, knowledge of train operation and sound common sense.
2. Be qualified as a fireman and brakeman.
3. Have approval of the general manager to apprentice under an engineer.
4. Understand maintenance requirements and pass mechanical examination to the satisfaction of the master mechanic or train master

5. Have demonstrated skill and knowledge of “running” under the supervision and to the satisfaction of the qualifying engineer.

6. Be recommended to general manager by qualifying engineer.
7. Have passed rules examination to satisfaction of general manager or train master.
8. Be approved for engineer's list by general manager.or train master

***RESPONSIBILITIES REGARDING USE OF LOCOMOTIVE OR COACH***

Car Shop Foreman can keep coach off-line. Operations Foreman can keep coach off-line. Car Shop Foreman cannot order coach off-line. Operations Foreman can order coach off-line.

General Manager cannot over-ride Car Shop Foreman or Operations Foreman on use of coach.

General Manager can order coach off line.

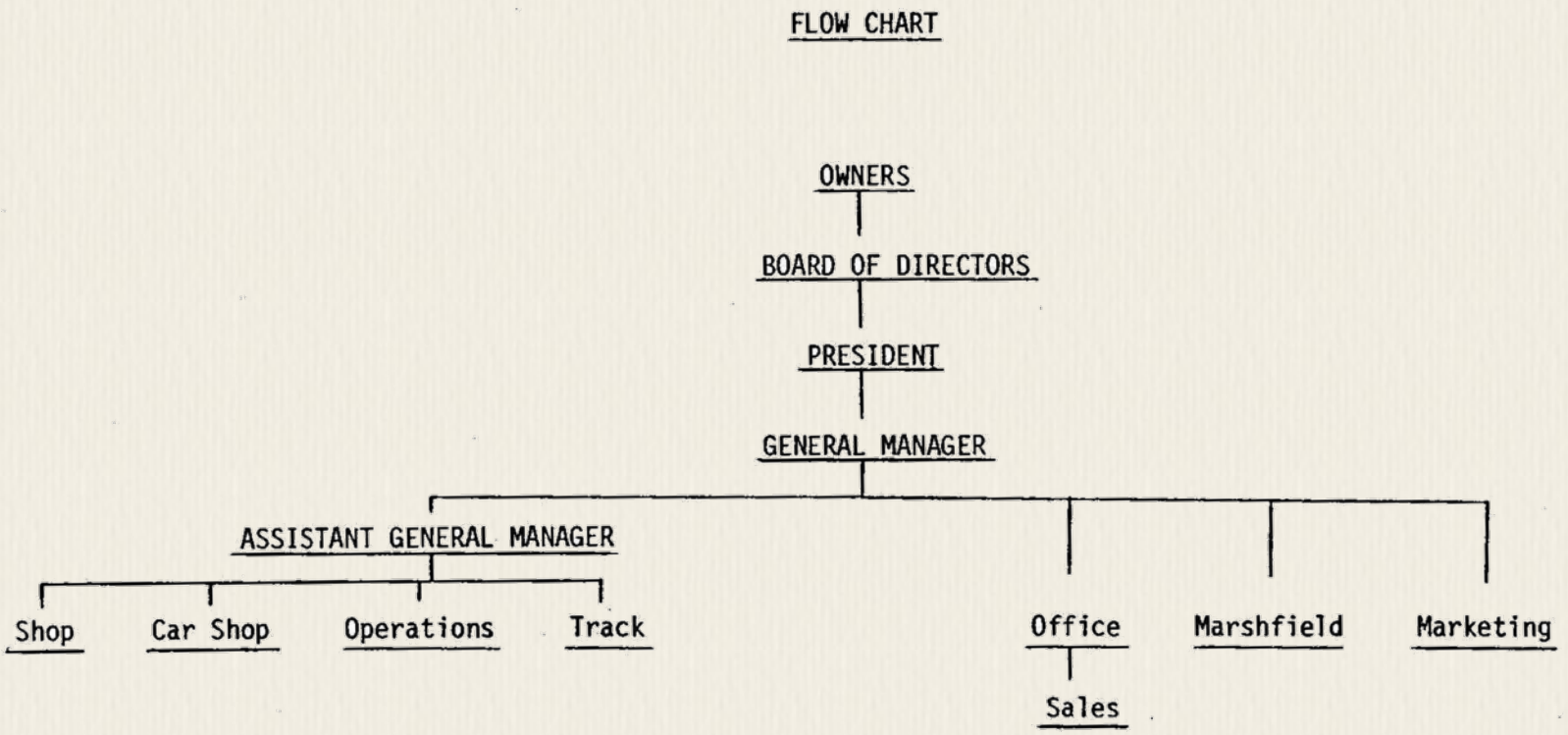
Locomotive Shop Foreman can keep locomotive off-line. Operations Foreman can keep locomotive off-line.

Locomotive Shop Foreman cannot order locomotive off-line.

Operations Foreman can order locomotive off-lIne.

General Manager cannot over-ride Locomotive Shop Foreman or Operations Foreman on use of locomotive.

General Manager can order locomotive off-line.




**REVISIONS TO DR 81-322 ORDER NO. 15,693**

At this time I am not sure of the proper way to petition the New Hampshire Department of Transportation, Bureau of Rail Safety as to a change in an existing order. I would like to discuss this procedure with you. May main areas of interest and concern are the bents in Jacob1 s Ladder and the equipment to be carried on passenger trains.

The Cog Railway's goals and plans for Jacob's Ladder are contained in a previous section of this report. I would hope to reach an agreement with your department as to the specifics of this maintenance program. And to then see this project through to completion.

The Cog Railway would also like to ask your department to revise the order concerning portable toilets, blankets and drinking water. A realistic, ongoing maintenance program will help to keep the need for these items from arising. I would agree that lights and signs regarding safety instructions, and possibly the addition of first aid kits are necessary equipment.

I believe that the efforts of the entire crew are necessary to solve the existing problems. We need to respect our maintenance programs and re-double our efforts in the area of employee training. Through these efforts the

Cog Railway should be able to make meaningful progress toward an operation that we and the State of New Hampshire can be proud of.

## ≺1990≻

### Mount Washington Railway Company
### Board of Directors' Meeting Minutes
### January 7, 1990

Meeting of the Board of Directors of the Mount Washington Railway Company

A meeting of the Board of Directors of the Mount Washington Railway company took place on January 7, 1990, at the home of Joel J. Bedor on West Elm Street in Littleton, NH.

Present at the meeting was Joel Bedor, Cathy Bedor, Wayne Presby and Robert Clement.

The minutes of the meeting held on November 26, 1989 were read and Joel Bedor offered a correction thereto. The minutes are hereby corrected to read that Joel Bedor is responsible for looking into a pension plan for the railway. After the correction was so noted the minutes were approved.

It was noted that Robert Clements had not completed the itemization of materials needed for the winter maintenance work requested at the last meeting. He was directed to furnish that list at the following meeting.

Robert Clements gave the manager's report. The meeting with the Department of Transportation went well. Walter *(King)* was pleased with the report Clem submitted and appeared to be happy with the work done and proposed to be done.

Renovation work on the coach is going well, the frame was completed and the running gears, brakes etc. were in the process of being mounted.

The wood order is being prepared. Castings ordered had come in. Work on the #3 locomotive is progressing. Mike *(Kenly)* and Joe *(Orlando Jr)* had begun the work to replace the brass boxes with roller bearings on the crank shafts and frame. The chalet had been rented for one week period but other than that there were few rentals. Road plowing with the loader equipped with new plow and chains was going well.

Clem was attempting to delegate further responsibility for day to day operations to Mike *(Kenly)*, Bobby *(Trask)* and Pete *(Oechsle)* in there respective areas of expertise.

The cog video prepared by Steve Caming is completed and came out well. Work was being undertaken to attempt to get it shown on the public television stations.

Bill Sherwood left our employment. He agreed to prepare a report on the work which he performed on the #10.

Joel Bedor gave us a financial report as of 12/31/89. The Railway had $31,000.00 in cash. Our working capital line had been drawn down $125,000. And we had approximately $12,000.00 in payables.

A discussion regarding the #10 locomotive was held. It was decided that a plan to implement further changes be prepared by February 1. Work. to be begun as soon as necessary to insure that the · #10 could be further tested by the time track work began in April.

The rest of the meeting was a discussion concerning the master planning.

A true record: *Wayne W. Presby*, Secretary

### USFS District Ranger Paul Shaw Letter to Interested Citizens
### RE: Alternate Snowmobile Route to Base Station Road
### February 26, 1990

To: Interested Citizens

Some time ago I wrote to you regarding a proposal by the N.H. Bureau of Off-Highway Vehicles to construct a snowmobile trail in the Bretton Woods area. The purpose of the trail was to serve as an alternate route

to snowmobiling on the Base Station Road because it appeared that the Base Station Road might be plowed in the near future.

Analysis of this proposal was started several months ago. However, the Forest Service, the N.H. Bureau of Off-Highway Vehicles and the Twin Mountain Snowmobile Club have now mutually agreed not to proceed with further analysis of this project. The principle reason for this is that it now appears that plowing of the Base Station Road beyond the first half-mile (approximate) will probably not take place in the foreseeable future. Because of recent economic factors, further development by Satter Corporation along Base Station Road is in doubt. Secondly, there is no indication that the road will be plowed by the Cog Railway. Additionally, the N.H. Department of Transportation does not intend to plow the road.

If the overall situation should significantly change in future years, this project could be reevaluated. However, we are discontinuing any further analysis at this time. I appreciate the input from many people we contacted. your comments on other proposals.

Sincerely, *Paul A. Shaw* - District Ranger

**Wayne Presby Letter to Gen. Mgr. Bob Clement**
**RE: Base Station Road Winter Maintenance**
**March 5, 1990**

Dear Clem:

Enclosed herewith is a copy of the letter I recently received from Paul A. Shaw, District Ranger of the Ammonoosuc Ranger District. As you can see, he indicates in his letter that they no longer intend to pursue a proposal to develop an alternative snowmobile route. He asserts in his letter that "there is no indication that the road will be plowed by the Cog Railway". I think it is important to send a letter to him, Twin Mountain Snowmobile Club, and N.H. Bureau of Off-Highway Vehicles and let them know that we do intend to plow the Base Station Road. Please also point out that the only reason we have delayed this long in plowing the road is to provide snowmobilers or their representatives an opportunity to develop alternative routes. We have been talking about plowing the road long before Satter bought Bretton Woods. If you wish to try to act as the mediator in this matter it is fine with me. The department of transportation once presented a proposal to have snowmobilers park at the base and access all trails from the base station. Please keep me informed as to your progress on this matter. If we are unable to reach an amicable settlement of this matter I am prepared to take legal action to secure our property rights in Base Station Road.

Very truly yours, *Wayne W. Presby*

**Wayne Presby Letter to Jan Dorfman**
**RE: Mount Washington Railway Company**
**March 9, 1990**

Dear Mr. Dorfman:

Pursuant to your request please find enclosed a copy of a historical video on the Cog Railway entitled "Railway to the Moon". This was just recently finished and is not of yet available for public consumption. As agreed please return it when you are finished with it. I have also enclosed a few brochures from last season. I f you wish to contact me in the future please call me at 603-357-2391 after 5 p.m. or during the day at 357-9518. My permanent mailing address is 59 Maple Avenue, Apt. 44, Keene, NH-, 03431.

Very truly yours, *Wayne W. Presby*

**Mount Washington Railway "Railway to the Moon" Script**
**by Steven Caming**

*Opening Scene:*

A full moon fills the frame, as the sound of rushing wind is heard. In the distance, as though an echo from a distant past, a man's voice is heard over the hub-bub of many voices, as he raps a gavel on the table.

Speaker #1: "Gentlemen, gentlemen, compose yourselves, please. This is, after all, the New Hampshire legislature, not a country fair." (the sound of laughter is heard)."We have before us a proposal from Mr. Sylvester Marsh, requesting permission to build a railway to the summit of Mt. Washington."

(more laughter, as a different voice rises from the crowd).

Speaker #2: "It's a crazy scheme if ever I heard one, Mr. Speaker, but why not indulge the man. In fact, why only approve a railway to the summit? I submit we let him build a railway to the moon!... (uproarious laughter is heard, and slowly it fades to silence. At the same time, the moon is obscured by a black form moving across it. The viewer now realizes that it is a train, with the moon moving through the windows.)

Music comes up as the train continues its climb, framing the moon between the stack and coach (tape 4). Onto screen comes the title: "Railway to the Moon...A Timeless Adventure." The music comes to a conclusion as the screen fades to black.

The shot cuts to a winter scene of Mt. Washington from the base station (tape 1) and the narrator begins.

Narrator: Mt. Washington is a mystical and remarkable place. Looming majestically as the Northeast's highest peak, it is the birthplace of legends, and the location of one of mankind's most unique and enduring inventions: (cut to tape 13-train going over brook at base) The Mt. Washington Cog Railway. Today, travelers from around the globe find their way to the cog's mountain stronghold (cut to tape 26-mid range telefoto of climbing train), and once there, discover an experience that is unparalleled anywhere in the world. For a trip on the cog railway is not just a train ride up a mountain, it is a journey through time that has thrilled travelers for more than 120 years.

(bring up music-cut to wide base station shots in winter w/icicles-tape 1)

Narrator: Winter snows blanket New Hampshire's Presidential Range for nearly six months of the year. It is within this pristine mountain sanctuary that the cog railway sleeps. (cut to tape 1 shot of icicles on building to signal light)

It waits only for the warmth of spring to melt its frozen world, giving the signal to again begin the ritual ascent to the summit.

(cut to shot of old engines on display in snow-tape 1)

Narrator: It might seem an inhospitable place to test man's puny inventions against nature's limitless strength, but it is, in fact, the place that Sylvester Marsh threw down his gauntlet to challenge the elements.

(cut to image of Marsh)

Narrator: Marsh was born in Campton, New Hampshire in 1803. Blessed with an inventive mind, he made his fortune in the meat packing industry. (slow push to eyes)

Marsh little suspected his most famous invention and claim to immortality would not come until he was nearly 60 years old.

(new music, cut to line drawings, "Ascent of Mt. Washington," on pages 324-365, T. Starr King's White Hills)

Narrator: (page 324) It was in August of 1857 that Marsh decided to ascend Mt. Washington on foot. During this climb (page 359) he and his companion were caught in a storm and darkness fell quickly.(page 360) Climbing on blindly the exhausted men (tight on first two climbers page 365) finally stumbled upon the Tip Top house, and there spent the night.

(now cut to photo of peppersass tape 17 # 12, 13)

Narrator: That experience led to the creation of this machine. The world's first mountain climbing locomotive. (Cut to image shot of Mt. Washington)

Marsh's nearly fatal brush with the elements caused him to wonder about a safer way to climb this formidable mountain. His imaginative mind conceived (cut to plans on pg 38 Bray's book) a plan to ascend by steam power using a special cog coupled with a vertical boiler.

(cut to photo of Marsh's cog engine model pg 7-decanter)

Narrator: Marsh built this scale model to impress potential investors that his idea was sound. He also obtained patents for his designs, including one for the first air brake, which began to attract attention to his creation.

(cut to cover Scientific American-1864, pg 40 green book)

Narrator: A well known weekly journal, *The Scientific American*, published a cover story on the cog, including an artist's rendering of what the railway might look like if ever built.

(cut to photo-(tight on people) opening day of carriage road tape 18 #3)

Narrator: The popularity and fame of Mt. Washington continued to spread, as the opening of the carriage road in 1861 (open up shot) made the summit somewhat more accessible.

(cut to shot of train slowly disappearing into fog tape 19)

Narrator: Marsh continued the relentless, even obsessive pursuit of his goal. From his initial, somewhat humiliating appearance before the legislature in 1858, through the Civil War and beyond, he never gave up. With $5000 of his own money, and $15000 raised from investors he formed the Mt. Washington Steam Railway Company. Marsh's dream took shape.

(cut to tape 16 #22)

Narrator: Step by step, the project moved ahead, with base buildings (cut to trestle shot pg 44-Bray) and a short trestle being built from the timbers cut on location.

(cut to page 48-Bray)

Narrator: Progress was slow, as materials all had to be shipped by rail to Littleton, some 25 miles away, and then hauled by ox teams to the base.

(cut to tape 17 photos 14-17 beginning with close up of peppersass)

Narrator: Marsh was able to offer demonstration runs with locomotive number one, named *Hero*, on the first short section of track in August of 1866. These runs soon convinced all involved that the railway would truly become a reality. However, It didn't take long for *"Hero's"* name to be changed forever. An early visitor took one look at the vertical boiler and smokestack and commented that it looked like a long-necked pepper-sauce bottle, common in Victorian-era households. And so *Peppersass* was ingloriously christened.

(cut to pages 51,53 Bray)

Narrator: The arduous work of clearing ground for the track continued, following a natural ridge and a bridal path once cleared by the legendary mountain man Ethan Allen Crawford. (cut to tape 16 #14) Carving its way into the landscape, the cog moved inexorably toward completion.

(cut to tape 17 #13)

Narrator: What many considered to be Sylvester Marsh's folly actually was becoming his dream come true. Forging ahead in the business of fabricating the world's first mountain climbing railway was precedent setting in nearly every way. Seat of the pants technology was being created with every step, (cut to tape 17 #12) as these pioneers moved ever closer to their goal. Here on Jacob's Ladder, the trestle reaches its steepest grade, at an incredible 37.41 percent. As astounding today as it was in 1869.

(Cut to Walter Aiken photo - pg 54 Bray)

Narrator: This man, Walter Aiken, was to play a continuously enlarging role in the Mt. Washington Cog Railway. Some say Marsh knew Walter's father, Herrick, and first obtained the cog idea from him. In any case, (cut to pg 55-Bray) the Aiken machine shop in Franklin, New Hampshire produced the second locomotive. This

engine, which was Aiken's version of *Peppersass*, did not perform as well, and was later reconstructed, and named the *George Stephenson*. But Aiken and another man, John Lyons, who was one of the original investors, would eventually go on to dominate the railway.

(cut to tape 17, #21)

Narrator: As the trestle reached the top of Jacob's ladder, trains began to run to that point in August, 1868. However, severe weather would prevent completion of the line until the following year.

(cut to tape 16 #24)

Narrator: Finally, on July 3, 1869, the cog railway was finished. (cut to tape 16 #12) It took 700,000 feet of timber, 231 tons of iron, $125,000 and one man's eternal optimism to complete. (cut to tape 16 #18) Engineering, as well as the unquenchable human spirit, had combined to create this marvel of its age. (cut to tape 16 #20) As unlikely as it might once have seemed, Sylvester Marsh had built his railway to the moon.

(new music-cut to tape 16 #21)

Narrator: The cog railway fast became the brightest star in the North Country. The White Mountain Region was now a destination resort area, (cut to tape 16 #5} with luxurious Grand Hotels, incredible natural beauty and its one of a kind rail line. (cut to tape 16 #17) It wasn't long before the world began to beat a path to the cog's door.

(cut to Harper's Weekly masthead Aug. 21, 1869)

Narrator: When the prestigious periodical *Harper's Weekly* ran a major feature on the cog in August of 1869, the population at large began to hear of this extraordinary invention and majestic landscape.

(cut to tape 20 panoramic shots)

These journalists were among the first to savor firsthand the wonderment that millions would experience over the ensuing century. (cut to tape 27 #3 tracks under camera) *Harpers Weekly* wrote: "On a trestle work, sometimes more than twenty feet high, we seem entirely severed from the earth. The stoutest of the party looks a little pale, but we feel the firm grip of cog upon cog... and still up we go (cut to tape 28 wide shot train up mt.) The horizon extends. Admiration gives place to awe. There is no room in our hearts for fear, we drink in the wonder."

(cut to wide shot of Pres. Grant party pg 73 Bray)

Narrator: Another of those drawn to the cog and humbled by the grandeur of the experience was President Ulysses Grant. On Aug. 27, 1869 Grant, along with his wife and son, ascended Mt. Washington. (tighten shot slowly to Grant's face) The president seemed to gain a sense of perspective from his time on the summit. "Man seems so small when you look at the universe," he observed.

(new festive music-cut to tape 16 #6 then #7)

Narrator: Now no trip to the North Country was complete without a journey on the cog railway. Walter Aiken continued to build locomotives, new coaches were ordered and business was booming. P.T. Barnum called the cog journey "The second greatest show on earth." (cut to tape 2 engine runs up to camera). The nation and the cog began an era of prosperity that would carry it well into the next century. The Cog railway was here to stay.

(cut to tape 17 #30)

Narrator: One of the more unusual by-products to come out of the construction process was the slide-board, otherwise known as the Devil's Shingle. (tape 17 # 29) This simple device was little more than a plank with a rudimentary brake, and at first it just allowed workmen to spend more time on the job before making a speedy descent. (tape 17 #28). Eventually, more and more adventure seekers wanted to try it, with one reckless man (tape 16 #9) making the three mile trip down in a mere two minutes 45 seconds, for an average speed of more than 60 mph. (cut to tape 16 #10) Most people, however, were a bit more conservative.

(cut to tape 17 #11)

## Documents - 1990

Narrator: *Among the Clouds*, the world's only newspaper ever published on a mountaintop, always sent their latest (cut to paper train pg 20 greenbook) edition down via the cog track. Eventually, several serious accidents brought the slideboard era to a close.

(cut to tape 18 #6)

Narrator: The northeast's highest peak was now becoming a busy place, between the stages, the trains, the newspaper (tape 18 #7) and more. Sylvester Marsh became more of a figurehead as Walter Aiken and John Lyons became the new forces to be reckoned with. (cut to tape 17 #6). It wasn't long before these two entrepreneurs began construction of a summit hotel to offer cog travelers overnight lodging. (cut to tape 16 #26) And once the Boston, Concord and Montreal Railway extended a rail line up to the base station, there was a direct link between the northeast's major cities and the top of Mt. Washington.

(cut to tape 17 #7)

Narrator: Perhaps one of the most enchanting aspects of the cog railway is (tape17 #8) todays travelers can experience the exact same sensations that were offered way back when. (cut to tape 17 #27-bring up music). In fact, a recent commemorative celebration created a wrinkle in time, of sorts, as the Victorian era came back to life.

(cut to tape 5-pose in front of train-with music sequence)

(continue on tapes 5 and 6 for approx. 90 seconds of Victorian Day footage inside coach footage, Joel on front end, exteriors, disembarking and Tip Top).

(music ends cut to tape 17 #19)

Narrator: In many ways, today's riders are looking for the same thrills as those of yesteryear, and they get them. (cut to tape 22-working on Jacob's ladder) More importantly, today's owners and crew take the responsibility of the public's safety as seriously as their predecessors did. (cut to tape Clem on work train-tape 22)

Clem-(voice over from tape 7 inter.): "My ultimate responsibility now that I am general manager is the safety of the operation, as far as the traveling public is concerned. The trains, track and grounds. (now use image of Clem speaking-tape 7-superimpose: Bob Clements... General manager): We have a scheduled maintenance program in effect that is overseen by a number of different groups; (cut back to track work tape 22) The train crews fill out daily reports on the performance of the equipment, and that is passed along the chain of command, at which time they schedule all the maintenance needed, big or small.

(cut to tape 2-low shot w/sun reflecting at Waumbek - Clem voice over from tape 7)

Clem: The state of New Hampshire plays a role in the inspection on the locomotives and coaches. Also, the track is inspected 8 or 10 times a year. But, the most satisfying thing for me is running the railroad, running a good operation that the public can enjoy.

(cut to B&M photo pg 113-Bray)

Narrator: Before the cog fell into the hands of today's owners, it had gone through remarkably few proprietors in its history. After the era of Marsh and Aiken, the Boston and Maine Railroad owned it, making vast improvements to the overall operation, (cut to top photo pg 113-Bray), and switching from wood to coal (pg 117-Bray). Three summit houses, were built and burnt between 1873 and 1915 (cut to tape 16 #19) But, as the public kept coming, the summit kept busy (cut to tape 16 #27).

(cut to pg 125-Bray)

Narrator: The idea of bringing the long retired P*eppersass* out for a commemorative run in 1929 (cut to base photo pg 13 decanter) brought out the crowds and the media, only to have them bear witness to *Peppersass's* plunge and crash down the mountain. One man on the engine was killed and four injured. Eventually, (cut to tape 26 -peppersass) *Peppersass* was rebuilt, and after many travels, including being lost in Maryland for 23 years, the venerable old engine was put on permanent display at the base station on Mt. Washington.

(cut to Henry Teague photo pg 24 greenbook)

Narrator: The crash and its resultant bad publicity combined with the great depression to spell hard times for the cog. When the Boston and Maine railroad was seeking a new owner, this man, Col. Henry Teague, who was able to expand business through innovative marketing efforts in spite of the economy.

(cut to pg 7-decanter-Arthur Teague)

Narrator: Henry Teague was on a recruiting trip for summer help when he met Arthur Teague, then a college senior. The two were not related, but would share an even greater bond - the love for a railway. Arthur Teague, a man destined to be the next owner, came on board. His wife, Ellen Crawford Teague, remembers him.

(cut to tape 14 or 15 Teague interview)

Mrs. Teague: "...He was always ready at the railway. He did not expect those men to do what he wouldn't do with them. (cut to page 30-greenbook-pull from Arthur's face to wide shot including *Life* cover) He did the same as his laborers. He was a leader of men.

(cut to page 28-greenbook-hurricane '38)

Narrator: Together the Teagues weathered some of the worst that mother nature had to offer, including the hurricane of 1938, which toppled Jacob's Ladder. At 231 mph, (cut to drawing of man flying in wind) Mt. Washington has been witness to the highest winds ever recorded by man, but to Ellen Teague, that wasn't the worst of it. (cut to tape 14 interview)

Mrs. Teague: The most frustrating was the lightning. You'd see bolts of lightning coming down the tracks and it was scary and petrifying. One of the workmen who was well thought of was up around Waumbek when a terrible storm came up quickly, and one of the bolts of lightning went through the tip of his shoe, and he came back and was showing everybody that he wasn't killed, just shocked.

(cut to tape 19-trains passing)

Narrator: One of Arthur Teague's most important contributions was the design and construction of sidings that would allow trains to pass one another. (cut to tape 10-switches and trains passing-speed up film for effect) With nine separate hand movements, these switches are the world's most complicated to operate, but they certainly do the job.

(cut to tape 10-hiker crossing track)

Narrator: The cog's only accident which involved passenger fatalities occurred in September of 1967, when a passing hiker threw a switch that caused both engine and coach to derail. From that day forward, switching procedures were instituted which would prevent that possibility in the future. (cut to tape 28, shot 4 of use of handles, pulleys, gauges) That lone accident still serves as a solemn reminder to all employees of the responsibility attached to every move they make.

(cut to tape 27 panoramic mts. w/train from right to left)

Narrator: The cog's current owners, Kathy and Joel Bedor and Wayne Presby, face the same intrinsic challenges that their predecessors had to, as the elements dictate operating capability. (cut to tape 27 shot 2 train w/ red flag, with Cathy Bedor voice over from tape 8)

Cathy: I think that being in a partnership with Mother Nature you go on her whim, realizing that on Mt. Washington you can have snow on any day of the year... (cut to picture of her talking Tape 8-superimpose her name) You feel very small in relation to what you're supposed to be in charge of, but in fact you're just maintaining and keeping it in care for posterity.

(cut to tape 12-presby and Bedors w/speeder)

Narrator: These active and involved stewards of the cog legacy realize that only by their continued vigilance will they carry on the traditions of preservation and improvement that have already been established.

(while still on speeder shot, begin Joel voice over from tape 8)

## Documents - 1990

Joel: Many of our locomotives were built in the late 1800s and early 1900s, and the boilers and other equipment has lasted over 50 years. (cut to Joel talking-superimpose name) The last few years we have been able to replace boilers and totally restore many of these antique pieces of operating equipment. That's been most satisfying.

(cut to shot of train taking on coal tape 10)

Narrator: Every step of the process is reenacted by an endless line of men who cannot resist the lure of the rails. (cut to tape 13-ashes being washed out-begin with voice over of Presby-tape 11)

Presby: Once they have worked here for a season the cog gets in their blood. The dirt and cinders falling in their hair, the smell of the engines themselves and going up and down the mountains. (cut to picture of presby speaking tape 11-superimpose name) I like the sound of the engines as they are coming down the hill. They have the rhythmic sound of the steam being let out of the cylinders - It gets into your blood. (cut to close up of whistle blowing tape 29) ...When you hear that whistle it kind of tickles you and you smile.

(cut to tape 2 interior w/lathe ceiling)

Narrator: These trains have been restored and kept on track by individuals who still can't help smiling when they hear that whistle. The common denominator (cut to tape 27 shot - 7-work train) they all share is the goal to overcome the ay to day trials and tribulations to keep the train on line.

(continue with shot 7, bring in Cathy voice over from tape 9).

Cathy: The history of the railroad from its beginning right to the present is a day to day finding the way. There is no place you can look something up in a book. You can't call someone in the business. (cut to tape 27 smokestack tilt up). You need to see your problem. You need to have an innovative person to solve your problem. (cut to Cathy herself speaking) Innovation is one of the things that makes the people and institution unique.

(cut to tape 8-sparks flying)

Narrator: One of those modern day innovators can be found in the person of shop foreman Mike Kenly. In his more than 15 years as a cog railway employee, he has performed almost every function and virtually built engines from the ground up. For trains that consume a ton of coal and 1000 gallons of water on every trip up the mountain, routine maintenance is crucial.

(cut to Kenley speaking-tape 12-superimpose Mike Kenley - Shop Foreman)

Kenley: The work we do most often is little adjustments, routine maintenance, cleaning the boilers every two weeks... they are simple (cut to machining tape 8) but all parts are hand made. A lot of thought is put into it.

Narrator: One of the more dramatic procedures which the men must perform makes the engine appear very much like an angry dragon (cut to tape 13-blow down). This process is called a blowdown. (Kenley voice over from tape 12 narrates blow down footage)

Kenley: Blow down is to get rid of all the water so nothing freezes over the winter... Instantly releases pressure and water with a big cloud of steam and a tremendous roar.

Narrator: Working in the same shop that men have toiled in for more than a century (cut to tape 8 window and tools} on the same trains gives a sense of historical perspective to all who step through the shop doors onto the worn brick floor. (same shots, with Kendley voice over from tape 12)

Kenley: Just walking in the shop and looking at the equipment gives you the feeling of being in a time warp. Its all a part of history and we're just one of the links.

(cut to shot of Kenley checking train tape 12)

Kenley: I spend a lot of time climbing through the engines, and nothing has changed. The most rewarding is that the trains run good. They go up and down the hill and always come home.

(cut to tape 29 wide shot sunset to trains and shop)

Narrator: One of the reasons these trains always come home at night is the men at the controls. (cut to tape 28 interior cab) The gauges, switches and pulleys inside the locomotive seem a cross between a plumbing supply store and a furnace.

(cut to tape 19, engine completely obscured by steam)

At times, it seems these men must be made of fire and steam themselves, as they appear impervious to the often hostile environment in the locomotive's cab.

(cut back to tape 28 interiors with Oshley voice over from his interview)

Oshley: Water level is probably the most important thing... we have so many different grades, we have to keep the flus covered with water... the water glass tube gives us a visual idea of the water in the boiler.

Narrator: Even with the technical expertise engineer Pete Oshley must master, he hasn't lost touch with why he loves the job.

(cut to tape 23-Oshley speaking-superimpose Pete Oshley-Engineer)

Oshley: When you are young you are more aware of things being so amazing. When you get older the romance seems to fade away. But the railroad when I was young was something amazing.

(cut to tape 28-brakeman at work)

Narrator: It takes many years for a person to work his way through the on the job training required to become an engineer. Beginning as a brakeman, a person will learn every aspect of the braking before moving up the ladder as a (cut to tape 28-coal shoveling into firebox) fireman. These engines burn all night long, and it is the responsibility of the fireman to make certain the engine has a head of steam ready in the morning. Then all day long he will shovel in just the right amount of coal to keep the engine operating at peak performance.

(cut to tape 27-tight train silhouette in snow)

Narrator: Those who have traveled on the cog railway or who have worked on it need no reminder of its unique appeal. However, more formal recognition came in 1976 (cut to shot from philbrook of landmark program) when the cog was declared a National Historic Mechanical and Civic Engineering Landmark.

(cut to tape 28 shot 2)

Narrator: With every passing year the cog railway's legend and lore becomes etched ever deeper into our collective American heritage. Today *Peppersass* stands as a quiet sentinel from the past, watching closely as his own descendants climb the same rails he did so long ago.

(cut to montage of paper memorabilia from Philbrook-tape 17)

Narrator: Much of our awareness of this nation's history can only be found in old books and papers. How lucky we are to not have lost this tangible mechanical link to our own past. The mystique of the cog railway is one that (cut to tape 16, number 25 then to #23) captured a nation's attention during the late 1800s. It's continued operation in the 1990s has become almost as remarkable an achievement as was its initial creation. Today, as it was in the past, the cog is only as strong as the leaders who guide it.

(cut to tape 20-long shot train on Jacob's Ladder)

Joel:(voice over from tape 9): The historic perspective of the cog railway is something that just can't be escaped. There is a business operation here, (cut to tape 19-waumbek w/fog and trains w/continued voice over) but more and more anyone involved realizes that the thing is a part of history. (cut to picture of Joel speaking) You are taking care of the most important asset the state of New Hampshire has.

(cut to tape 26 shot 2-base activities)

Narrator: Even the normal base activities are a show in themselves, as some visitors come just to watch the trains come and go. Others wander through the museum displays (tape 26) for a look at some rare mementos of the past, while some just sit by the fire in the lodge. (tape 27 #8)

(cut to tape 13-moving locomotive into shed at shop) Narrator: The entire cog operation is, in essence, a living museum, saving just one experience from being lost to time. (tape 13-train from brook), Doing just one thing, but doing it very well.

(cut to tape 17 #26)

Narrator: For just a little while we can step back and imagine how it once was.(cut to tape 16 #3) There are few common experiences left that we can share exactly the same way our ancestors did.

(cut to tape 26- telefoto push to distant train)

Narrator: Only amidst the unspoiled grandeur of these mountains can we push aside the misty curtain of the past to discover a glimpse of ourselves as we were.

(cut to tape 27-silhouette w/snowy foreground)

Narrator: With all the technical advances of our modern era, the cog railway may be little more than a footnote of the industrial age, (cut to tape 27 long shot train and summit building) but it is a note that reminds us that our dreams connect us to the past, as well as help us toward the future. (fade to black)

(cut to tape 21 moon shots-push to moon with train sound effects in background)

roll credits over old photos and other scenic views.

The End

**Wayne Presby Letter to Jan Dorfman**
**RE: Mt. Washington Railway Company Broker Percentage**
**March 16, 1990**

Dear Mr. Dorfman:

After receiving your phone call on March 14, 1990, I spoke to my partner, Joel Bedor, regarding your proposal. After discussing it at some length, we agreed to offer you the following percentages if you secure a buyer for the prices indicated.

| | |
|---|---|
| 7% | if the sale price is between 5.5 and 6 million |
| 6% | if the sale price is between 5.0 and 5.5 million |
| 5% | if the sale price is between 4.5 and 5 million |
| 4% | if the sale price is between 4.0 and 4.5 million |

This offer is being submitted to you in complete confidentiality. Any disclosure of this agreement or the offer of sale, to anyone, other than the purported purchaser may result in its termination. You are empowered only to negotiate with the Japanese party you have indicated has some interest and no other unless notified in writing that negotiation with another party is permissible.

If, upon receipt of this letter, you have any questions or wish to discuss this matter further, please feel free to contact me. Very truly yours, *Wayne W. Presby,* Esq

**N.H Senate Bill 302 - Chapter 110**
**Mt. Washington Commission Membership Increased**
**Effective June 12, 1990**

Be it Enacted by the Senate and House of Representatives in General Court convened:

Chap 110:1 Membership Increased.

Commission Established. There is hereby established a Mount Washington Commission consisting of [9] 11 members to manage the summit of Mount Washington property owned by the state of New Hampshire.

2 Commission Members. Amend the introductory paragraph of RSA 227-B: 3, to read as follows: The [9] 11 members of the commission shall be appointed as follows:

II. One member from each of the following groups shall be appointed through the concurrence of their boards of directors: the Mount Washington Auto Road; the Mount Washington Observatory; Mount Washington TV, Inc.; and the Mount Washington Cog Railway.

**Wayne Presby Letter to Lemle Associates, Inc. - Boston**
**RE: Mt. Washington Railway Concept Drawing**
**September 12, 1990**

Dear Doug:

Enclosed is the $2500 which you were promised some time ago. I am sorry that you did not receive this sooner. I appreciate the work that you did for us on this plan. But unfortunately, this opinion is not shared by all the parties concerned, hence the slowness with which you have received these funds. I know that this proposal was done by you for much less than you would normally charge for this type of work. I also know that I would have been unable to convince Joel to accept this idea if more funds had been required.

It is the feeling of both Clem and Joel that this plan, although it looks wonderful, is of very little value. The primary reason for this feeling, I believe, is their lack of input into the finished product. I was under the impression, and they were under the impression, that you were going to meet with all of us prior to the actual formulation of the plan. Although the finished product encompasses the facilities we envisioned, the plan does not reflect what can actually be accomplished on the premises. Had all of us had an opportunity to discuss with you your thoughts regarding the plan we would have indicated to you that we were looking for a more modest concept plan, one that could be accomplished and justified based upon the revenues we know this property can generate. Although the plan is thought provoking, they feel the $5,000.00 was wasted, if the only purpose of the plan was to provoke thought. Much of this could have been avoided had you met with everyone involved as we discussed. I was quite surprised when you indicated the plan was finished and yet you had not sat down with all of us prior to actual drafting. My opinions are but one voice in the group and don't necessarily reflect a consensus.

The greatest loss in all of this is the fact that I will have a very difficult time in convincing them of the merits of having you perform further work for us. Everyone has definite ideas of how to proceed with this project. By moving forward so rapidly, and injecting so many of your own ideas, without the input of everyone involved, you have created a latent distrust on the part of management in your ability to respond to the desires of ownership. I do not feel I can reverse this attitude by myself.

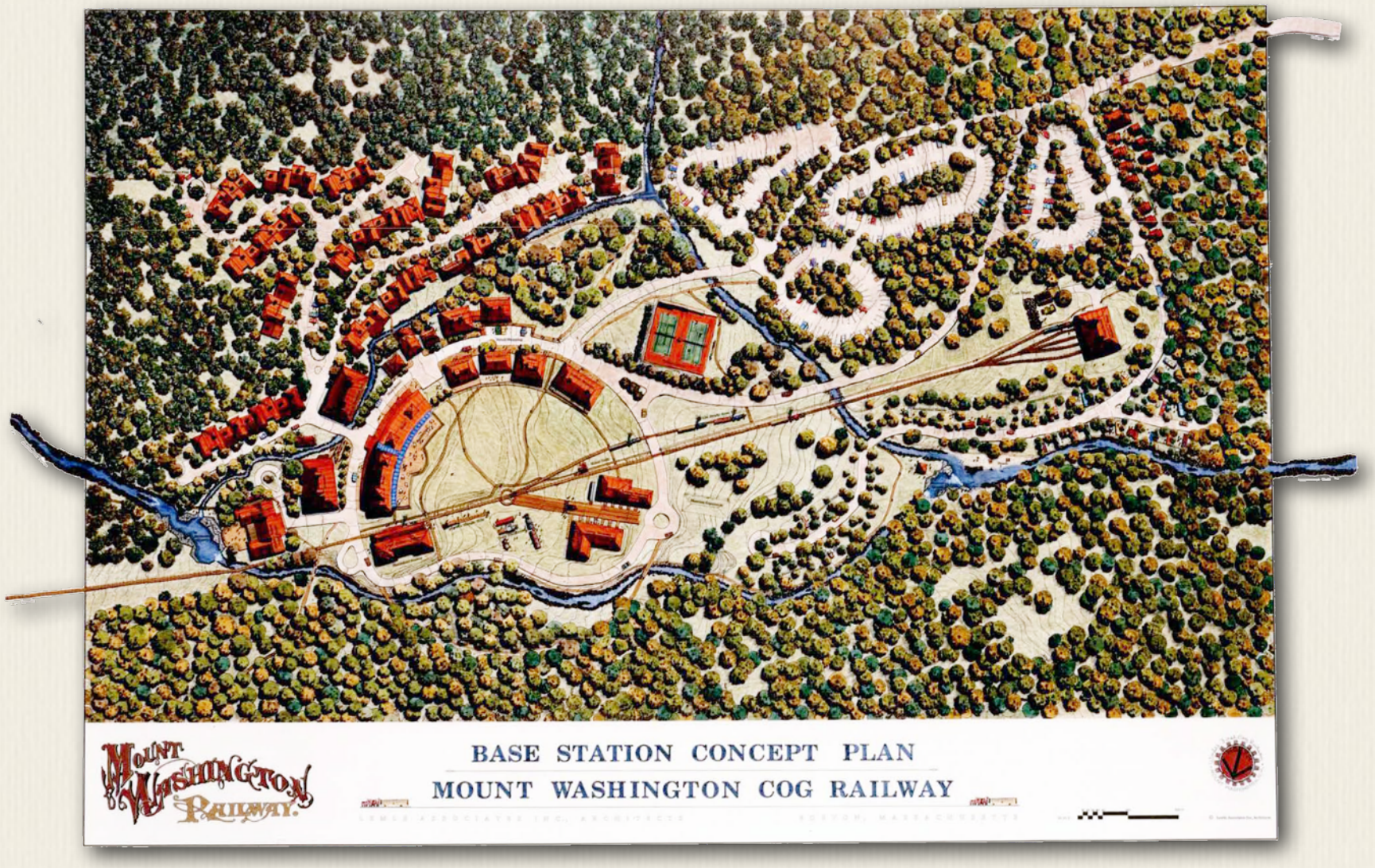
It is unfortunate that this has happened. In light of this situation, I do not know if you have any desire to work further on this project. However, if you would like to work further on this project, I can only see a couple of ways in which we can turn this attitude around; 1) You could call both Joel and Clem and offer to meet with them to discuss their ideas concerning the base plan and offer to redo the plan based upon their input for no additional funds and 2) try to cultivate the idea that you will be responsive to the suggestions of the group and not interject your own ideas without first obtaining the approval of ownership and management.

I hope we can find a solution to this situation and open up the opportunity for further work by your firm on this project. I look forward to hearing from you shortly in this regard.

Very truly yours, *Wayne W. Presby*

**Lemle Associates, Inc. - Boston**
**Mt. Washington Railway Concept Drawing Explanation**
*1989*

*(Ed note: The previous architect's landscaping graphic and a single page reproduced below was all that was found in sheet protected folder that appeared to have pages removed before being put in the archives. This plan was the subject of Wayne Presby's letter.)*




"Sylvester Marsh had a dream and a vision, to build the first mountain climbing railway in the world. The execution and implementation of that dream has been well documented, and its notoriety today is well known as the Worlds First Mountain Climbing Cog Railway, an operating museum in the White Mountains.

Along with the development of the railway, incidental and sporadic building has occured[sp]. The first buildings were constructed for utilitarian purposes--to build, repair and store the various componants[sp] of the railway. Subsequent to those structures, buildings were built to accomodate[sp] the people who came, often from far away, to enjoy and marvel at the railway and it's majestic landscape.

Unfortunately, the placement and design of the buildings was done on an ad hoc, immediate and short sighted basis. That process continued for roughly 130 years. The result of this past effort is a base station area which is random, haphazard, confusing and, basically, a poorly utilized site. There is no hierarchy or differentiation of zones, no sense of place. Potential vistas and delightful areas are predominanted[sp] by parking lots filled with cars and buses. The immediate landscape and views beyond are spoiled.

What has been lacking in the past century is a comprehensive and coherent planning process which identifies the special zones of the site and best optimizes the land use. We have attempted to accomplish this by understanding and identifying the elements exisiting[sp] in the natural landscape and establishing zones, and precincts within those zones in the landscape.

We have developed an overall texture of the built environment by the manipulation of proposed structures and the layering of spaces and place, while complementing and being sympathic[sp] to the exisiting[sp] landscape. The entry and journey through the site and proposed development is paramount. The making of boundaries and edges, of desired places to be, to habitate, to learn and play is important while taking advantage of the long views. We have designed a village and main street, based on the hill and mountain towns found in old Europe. The public area has a collective intimacy, with a hotel, bed and breakfast inn, general store, shops, craft gallery, art gallery, blacksmith shop, fitness center, brewery, museum, fire house, post office and train station. The residential enclave has been placed up the site in the steepest area and predominated by fir trees, whereby the views are assured by the grade and year long privacies by the growth. The parking is situated away,

down slope and screened by trees from the peopled areas. The R.V. park is located along the edge of the stream likewise, down slope and screened.

Heretofore, this site and it's railway attraction has never been truly realized. Under the new stewardship presently in place, the railway can be enhanced and the the base station area could become a haven for vacation homes, retirement homes, a natural spa and fitness center, a major tourist attraction in concert with a revitalized living museum, a true destination in the White Mountain region, surrounded by so many unspoiled and protected acres of the National Park."



**Wayne Presby Letter to Business Wanted**
**RE: Purchase of Operating Business**
**October 2, 1990**

To Whom it May Concern:

I am responding to your ad in the *Wall Street Journal* concerning your desire to purchase an operating company. I have enclosed herewith the brochures of two well known tourist attractions in the White Mountains of New Hampshire. These businesses are located almost across the street from one another and they operate during opposing seasons. The annual gross revenues from both properties is approximately 5.6 million. As a unit they would compliment one another nicely. Both businesses are owned by different parties and both are profitable. They have both experienced steady growth over the last seven years, even during the last two.

In addition to these companies there is an old resort hotel and two golf courses between the properties which may also be acquired. The property was prepared for a development consisting of 2600 residential units, i. e., master planning was completed, central facilities built, golf course added, sewer treatment plant and water systems built. Unfortunately the market for second homes dried up.

If you have any interest in acquiring these companies and/or the hotel property you may contact me at the following ad dress; 59 Maple Ave, Apt. 44, Keene, NH, 03431. I may be reached by phone in the evenings at 603-357-2391. I can arrange for financials and more complete property descriptions for any qualified buyer.

Very truly yours, *Wayne W. Presby,* Esq



**Passenger Complaint**
**October 2, 1990**

***Braswell Letter to NH Vacation Travel Office:*** "Dear Sir: I would like to register a complaint against the Cog Railway in Bretton Woods, New Hampshire. It is impossible to imagine that greed is so overwhelming that there was total disregard as to the safety of 48 Southern Senior Citizens and the crew, just to make a buck. One Tuesday, October 2, 1990, our tour group purchased lunch and Cog Railway tickets, not knowing the extreme weather conditions on top of Mt. Washington. We had been to Nova Scotia and the weather was mild, so we were unprepared for such cold, sleet and wind. We were scheduled for a 2.30 P.M. trip, but the ride was delayed one hour (possibly so we could purchase more junk in their shop). We knew it was raining and chilly, but NO ONE told us of 74 mile an hour wind and 27 degree weather with sleet that tore at your face. One woman, had her rain coat torn to shreds. I was never so frightened in my life. At the ranger station on top we were informed that the rangers and other personnel had been sent home long ago; you couldn't buy a cup of anything hot. And the ranger on duty told us the train concession was informed of this closure hours before. However, we were never told! The sign on the ticket office says No refunds due to weather", at $35, $30, and $20 a ticket. I would gladly have forfeited the money. When we returned to the gift shop we were told, "You're free, white, and twenty-one, no one tied you to the train." I told them the name of the game was GREED. We were told our tour guide knew all about it, which was untrue.

I am ashamed of the callousness of such an enterprise with arthritic, diabetic, poor eyesight, broken toes, recovering stroke victims, and frail and elderly people, that would endanger their lives. I feel that some remedy

could be made before there is a loss of life. Your State of New Hampshire was so beautiful, it was breathtaking, but this episode ruined it. Sincerely, *Frank & Penny Braswell* - Castle Hayne, NC - Oct 10. 1990

***Clement Letter to the Braswells:*** "Dear Mr. & Mrs. Braswell: I was greatly dismayed to receive your letter describing your unpleasant experience at the Mt. Washington Cog Railway. Safety is the primary concern at this railroad. True, the weather conditions were foul on October 2, 1990. It is unfortunate that your group was not aware of the wind and rain as you would obviously have not made the trip to the summit. (A daily report of these conditions is posted directly adjacent to our Ticket Office sales window). But, I must disagree with your statement concerning our callousness and the possibility of endangering our customers lives. Our concern for public safety is great. Our operation is fair and honest. At no time were your lives or the lives of others put at risk. As a business, the Cog Railway offers a train ride up a mountain. We report the weather conditions accurately and leave the decisions about riding to our customers. On October 2nd, 397 people experienced Mt. Washington in but one of its' many moods. I assume some passengers, including your group of 35, were surprised by the summit conditions when encountered first hand. I would also submit that many passengers were intrigued by the possibility of experiencing these alpine conditions. In fact, the Cog Railway was originally built for this purpose. To provide interested parties a safe access to a somewhat inaccessible mountain peak.

The Mount Washington Cog Railway strives to offer a safe and convenient service that all might enjoy. It is not greed but the challenge of keeping a 121 year old tradition alive that motivates our crew. I am truly sorry your trip was unpleasant and I apologize for any inconvenience you may have experienced. But, I must also defend the honesty and integrity of not only the Cog Railway but its' entire crew. Sincerely, *Robert Clement - Oct 23, 1990* P.S. Under separate cover I am sending you a copy of the video production, *Railway to the Moon, A Timeless Adventure.* I feel that it presents an accurate and unbiased view of the Mt. Washington Cog Railway.

***Clement Letter to Gov. Gregg:*** "Dear Governor Gregg: A letter of complaint was recently received by my office. This letter, posted by Mr. & Mrs. Frank Braswell, addressed a concern for possible lack of safety at the Mt. Washington Cog Railway. Please find enclosed a copy of the Braswell's letter and a copy of my response. I would also like to outline the following points to help clarify my position: 1) Mr. & Mrs. Braswell were traveling through New England with a group of 35 seniors. The train they were aboard had a total of 47 passengers. 2) Our weather reports are received from the Mt. Washington Observatory and are posted directly adjacent to the Ticket Office window. 3) Our dispatch reports shows that the 2:30 P.M. train did depart late. Actual departure was a 3:25 P.M. This was due to a delay of the 10:30 A.M. trip which caused a progressive delay throughout the day. 4) The summit did in fact call the Cog Railway to say the snack bar and gift shop were closing. These shops are operated by the State of New Hampshire and I have no control over their hours of operation. However, we do immediately relay this information to our Ticket Office. 5) We do not offer refunds based on weather conditions. 6) Although Mr. & Mrs. Braswell were obviously surprised and frightened by the summit weather conditions, their lives were not endangered. Our entire crew is acutely aware of the necessity of a safe operation. Please, do not hesitate to call with any questions about our operation. It is important that people realize and understand our high level of concern for public safety. Sincerely, *Robert Clement - Oct 23, 1990*

***Clement Memo to Walter King:*** "Dear Walter: Please find enclosed copies of a letter of complaint, my response and my letter of clarification to Governor Gregg. Call if there are any questions you might have. Otherwise, all is well at the Cog. The fall season has been mild and things are progressing well. Work train is even back online. signed: *Bob Clement* - Oct 24, 1990

**UF White Mtn. National Forest Letter to Joel Bedor**
**RE: Appalachian Trail Crossing**
**December 5, 1990**

Dear Mr. Bedor:

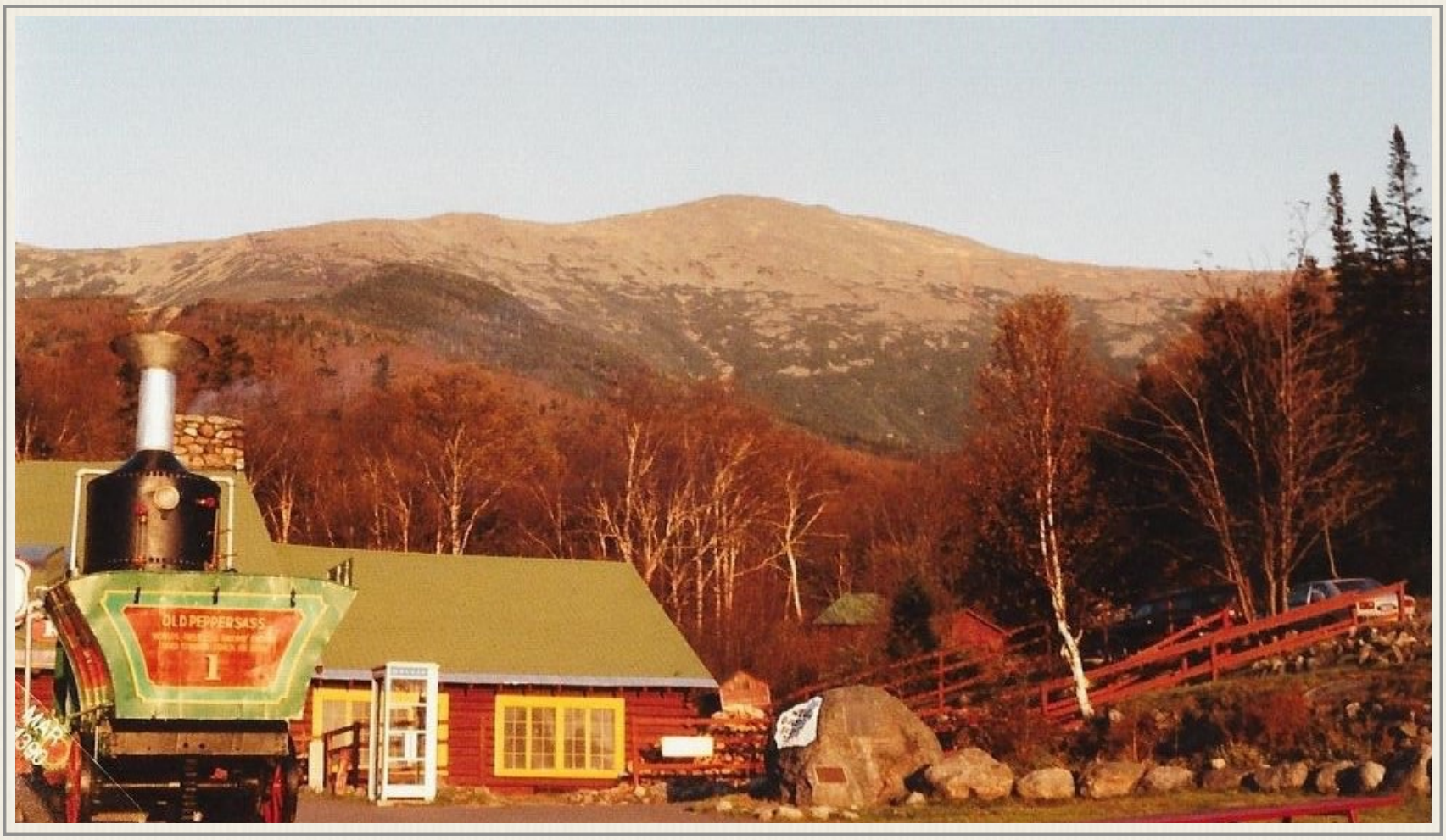
This letter concerns the crossing of the cog railway fee strip by the Appalachian Trail. Recently, a national emphasis has been instituted to insure that all of the Appalachian Trail from Maine to Georgia be legally protected so that the public can be insured uninterrupted foot travel along that route.

Within the White Mountain National Forest there are a few tracts over which appropriate easements to protect that integrity are not in place. One of these tracts is the fee strip of the Mount Washington Cog Railway,

Several years ago the format of an easement deed was agreed to by both the management of the Cog Railway and the Forest Service. For some unexplained reason, that deed was never executed. We are now like to complete the process to insure protection of that portion of the trail.

To that end I have enclosed a copy of the earlier deed which I respectfully ask that you examine for content and intent. Your response on this matter will be greatly appreciated.

Sincerely, *Dick Martin* - Appraiser



## ≺1991≻

### USFS White Mtn. National Forest Letter to Joel Bedor
### RE: Appalachian Trail Crossing
### January 31, 1991

Dear Mr. Bedor:

This concerns my letter of December 5, 1990 , a copy of which js attached for your information. I think it might be beneficial for us to meet to further discuss the proposed Appalachian Trail easement as it crosses the Cog Railway.

I left a message with Pat at your office requesting that you contact me so we can arrange a time to meet that is convenient for you. I will be glad to meet you at your office. Would you please contact me at 528-8776 during business hours or at 524-3760 at any other times so we can make the necessary arrangements.

Sincerely, *Dick Martin* - Appraiser

### Wayne Presby Letter to USFS White Mtn. National Forest
### RE: Appalachian Trail Crossing
### April 10, 1991

Dear Mr. Martin:

I am in receipt of your letter dated January 31, 1991. I am sorry it has taken so long to reply to your letter. Please forward all future correspondence regarding this matter to my attention at 59 Maple Ave., Apt. 44, Keene, NH, 03431. If you have a proposed easement agreement in mind as indicated in your letter dated December 5, 1990, please send it to me.

We will be happy to work with you in establishing irrevocable rights regarding this famous trail. I hope that it will be possible for you also to reciprocate. I have a problem regarding the boundaries around my property at the base station. I purchased a piece of land and the Forest Service has infringed upon it by establishing boundaries which do not reflect its existence. I would like to resolve this conflict. Since it appears you are working through that agency perhaps we can trade. I would like the boundary markers changed to reflect what our company owns. In exchange I will have the company convey an easement for the Appalachian Trai1.

I have enclosed copies of previous correspondence to Aileen Woodman which to this date has not been answered. I look forward to your response regarding this matter.

Very truly yours, *Wayne W. Presby*, II, Chairman

### N.H. OSHA Industrial Hygiene Survey
### September 5, 1991

Mt. Washington Cog Railway
Attn: Robert Clement, General Manager

Dear Mr. Clement

An industrial hygiene survey was conducted at your facility on Thursday, June 20, 1991.

During this consultation visit, we observed conditions which we believe do not comply with the Occupational Safety and Health Act of 1970. The enclosed technical report describes any alleged hazards, refers to applicable standards, and suggests corrective actions. Hazards are classified as “serious” or “other than serious” based on severity of the potential injury or illness and the probability that it might occur.

As part of our agreement prior to providing service, we request that the items classified as “serious” be corrected within the agreed upon abatement time. As you know, we are required to notify the Occupational Safety and Health Administration (OSHA) if serious hazards are not corrected within the agreed upon time. Exten-

sions may be granted if you encounter difficulties completing correction within these time frames, but extensions must be requested in writing on or before the correction due date.

Correction of "other than serious" items is strongly suggested, but no verification is necessary. You should be aware that some of these items could become "serious" at a later date if not corrected.

Every effort was made to identify unsafe conditions and procedures that may be causing, or are likely to cause, physical harm. However, no claim is made that all hazards were observed, as some equipment and procedures associated with the facilities may not have been in use at the time of our visit. If you are interested, we can help your company develop a safety and health program which enables your personnel to recognize and control many hazards on their own.

This report is confidential and will not routinely be released to any party by this office. You may wish to present this report to an OSHA compliance officer if the occasion arises. It is, however, not binding on OSHA and does not relieve your company of its obligations under OSHA laws and regulations. You are, however, requested to furnish any employee exposure data from this report as required by 29 CFR 1910.20.

Should you have any questions, or need further assistance, please do not hesitate to contact this office at 271-4676,

Sincerely, *Brenda J. Clark* - Occupational Safety and Health Consultation Services
Stephen Beyer, Project Manager

**Enployer's Request:**

The request was to conduct air sampling of employees' exposure to coal dust and employees' exposure to noise from the train's whistle. This was initiated as a result of an employee complaint to OSHA. Also requested was assistance in required OSHA programs.

**Narrative:**

Personal air monitoring for coal dust was conducted for two Firemen and two Engineers during operation of the aluminum coal fired cog trains. The Engineer operates the steam locomotive within a cab, which is approximately 4 feet by 3 feet area. He is located within 1 to 3 feet of the Fireman, who by hand shovels coal from a coal bin into the engine's firebox. Another member of each train's team is the Brakeman who is responsible for the passenger coach. In the coach he watches the tracks on the ascent and breaks the coach during the descent. The day consists of "firing up" in the morning, which requires the boiler to increase pressure to obtain enough power to move up the track. During the "firing up" air is forced through the boiler, creating a large plume of black smoke. This process generally takes about an hour per day. The engine is then driven up to a coal bunker. The coal is dispensed from a coal bunker via an overhead chute into the cab's coal bin. The coal is then spread in the coal bin by the Fireman with a shovel. Each Engineer and Fireman could take up to 3 trips per day from the Cog Railway Base Station to the summit of Mount Washington. Each trip takes approximately 3 hours.

During each run one ton of soft coal is burned. During the ascent of Mount Washington the Fireman is constantly shoveling coal into the firebox. On the descent, the Fireman only shovels coal into the firebox about twice. At the end of the day the trains are returned to the lower tracks where a process called "banking" is conducted. This consists of the Engineer and Fireman again obtaining coal from the coal bunker, then shoveling coal into the firebox to maintain the boiler's temperature through the night. Personal protective equipment of steel toe shoes, hearing protection and 2-strap dust masks are made available to the Engineers, Firemen and coachmen. However, wearing personal protection is not mandatory. Employees purchase their own gloves.

Personal monitoring was conducted by a Gilian sampling pump drawing air through a pre-weighed polyvinyl chloride filter attached to a Sensidyne cyclone clipped in the employees' breathing zone. Results are listed in Table 1 in milligrams per meter of air cubed ($mg/m^3$). These are compared to the OSHA Permissible Exposure Limits (PELS) based upon an 8 hour time weighted average (TWA). Bulk samples of coal was obtained to determine its silica content, which would determine the OSHA PEL for the coal dust.

Throughout the trains' operations direct noise measurements were taken with a Quest Model 215 sound level meter. Results are listed in Table 2 in decibels A-scale (dBA). Continuous noise measurements were Conducted on one Engineer with a Quest Micro-15 dosimeter. Results are listed in Table 3, and are compared to the OSHA Action Level and PEL for an 8 hour TWA.

Table 2. Direct Noise Measurements, June 20, 1991

| Sample I.D. | Noise Level (dBA) |
|---|---|
| Engine #6 | |
| "firing up" | 92 - 94 |
| Whistle blowing | |
| Engine cab | 116 |
| Passenger coach | 106 |
| Train operating without whistle | |
| Back of coach | 89 - 90 |
| Front of coach | 80 - 82 |
| Engine #2 | |
| Whistle blowing | |
| Engine cab | 111 |
| Passenger coach | 96 |

Table 3. Noise Dosimetry Results, June 20, 1991

| Employee ID | Time (min) | Noise Level (dBA) | OSHA Action Level | OSHA PEL |
|---|---|---|---|---|
| Engineer I: Operating Engine #2 - Ammonoosuc. | 446 | 96 | 85 | 90 |

**Discussion:**

On the day of sampling, there were no overexposures to coal dust based upon the PEL for coal dust containing less than 5% silica. However, continue to provide two strap dust masks for employees who request them. Be aware if a grade of coal containing 5% or more of silica is used, then most of the Engineers and Firemen would be above the PEL of 0.1 mg/m³ for an 8 hour TWA. Enure this does not occur when purchasing your coal. One process called "punch and blow" *(ed note: cleaning the flues)* was not tested. The employees described this process as being very sooty. It is a cleaning procedure of the inside of the engine boilers, and is performed once about every 2 weeks. This process should also be air sampled.

The Engineer I operating Engine #2 was above the OSHA PEL for noise for an 8 hour day. Engineers along with Firemen and Brakemen need to be part of a Hearing Conservation Program. This would include annual audiometric testing and training on the effects of noise on hearing and how to properly wear hearing protection. Refer to the enclosed list of companies with mobile vans, which can provide this service. These employees would be required to wear their hearing protection.

Continue with the development and implementation of your various OSHA Programs. Currently your company has a booklet, *Mt. Washington Railway Co., Safety Rules and Regulations*. Use this booklet to build a comprehensive Health & Safety Program. The first page describes your company's policy statement on safety and health, then the rules and regulations follow.

However, the following items should also be included:

Table 1. Coal Dust Air Sampling Results, June 20, 1991

| Sample I.D. | Time (min.) | Concentration ($mg/m^3$) | OSHA PEL |
|---|---|---|---|
| Engineer I: | | | |
| Operating Engine #2 - Ammonoosuc | | | |
| "Firing up". | 40 | 1.34 | 2* |
| First round trip to summit. | 189 | 0.08 | " |
| Second round trip to summit. | 168 | 0.08 | " |
| "Banking". | 28 | 0.19 | " |
| Day's exposure. | 425 | 0.21 (0.26)** | " |
| Fireman I: | | | |
| Shoveling coal in Engine #2 - Ammonoosuc | | | |
| "Firing up" & first round trip to summit. | 245 | 0.1 | " |
| Second round trip to summit & "Banking". | 178 | N.D.*** | " |
| Day's exposure. | 423 | 0.06 (0.07)** | " |
| Engineer II: | | | |
| Operating Engine #6- Great Gulf | | | |
| First round trip to summit. | 211 | 0.14 | " |
| Second round trip to to summit & "Banking". | 174 | 0.03 | " |
| Day's exposure. | 385 | 0.09 (0.11)** | " |
| Fireman II: | | | |
| Shoveling coal into Engine #6 - Great Gulf | | | |
| First round trip to summit. | 210 | 0.14 | " |
| Second round trip to summit. | 174 | 0.14 | " |
| "Banking". | 36 | 0.07 | " |
| Day's exposure. | 420 | 0.13 (0.17)** | " |

* OSHA PEL based upon silica content of the coal. Coal containing less than 5% silica has a PEL of 2 $mg/m^3$. Coal containing greater than or equal to 5% silica has a PEL of 0.1 $mg/m^3$. One bulk sample of coal taken on June 20, 1991 contained 4.3% silica. Five coal samples taken on August 9, 1991 contained .1%, .5%, .1%, .4% and .7% silica each.

**( ) = TWA based upon a 10-hour per day exposure.

*** N.D. = None Detected.

o A Safety Committee should be formed, which should include members from all levels of management and workers.

o The Safety committee should conduct regular meetings with minutes recorded and filed.

o The Safety committee should conduct inspections to compliment the daily inspections required by the Engineers, Firemen and Brakemen. They should study incidents of injury and near misses and determine the cause of problems, then solve them so they do not reoccur.

o In the written program reference other health and safety related programs, such as Hazard Communication and Hearing conservation.

o Develop an employee complaint procedure. Inform employees of this procedure during their initial orientation.

o Develop a policy of reprimand if an employee violates a safety and health rule. Inform them of this policy during their initial orientation.

Your company needs to develop a comprehensive Hazard Communication Program. This would include a written program. A model was supplied during our visit. Obtain material safety data sheets on all hazardous chemicals, including your soft coal. Ensure all hazardous chemicals are labeled as to their contents and potential health hazards. Train all employees on the potential health hazards of their job and how to properly protect themselves from possible injury from chemicals.

Currently your company has an emergency contingency plan in the event of an accident at your facility. You should also develop an action plan in the event of a fire at the Base Station or in the passenger coach. If employees are expected to use fire extinguishers they should be trained in their use. The fire extinguishers will also need an inspection maintenance schedule.

A Lock Out/Tag Out program needs to be implemented for all energized sources during their maintenance. Guidelines for developing such a program are enclosed.

When an employee enters the fire box to perform repairs and maintenance, they are entering a confined space area. Ensure another person is next to them outside the firebox in the event of injury or the employee becomes unconscious do[sp] to lack of oxygen or accumulation of toxic vapors or dusts.

***Potential OSHA Violations - Serious***

29 CFR 1910.95 (a): Employees were exposed to sound levels greater than the permissible exposure limit (PEL) of 90 dBA on an 8 hour time weighted average basis, and adequate hearing protection was not being worn.

29 CFR 1910.95 (c)(1): Employees exposed to noise level greater than the action level of an 8-hour time weighted average of 85 dBA was not included in a hearing conservation program.

**Situation Observed:**

An effective hearing conservation program was not implemented for the Engineers, Firemen and Brakemen, who were overexposed to noise.

**Potential Health Effects:**

Exposure to excessive noise can impair the ability to hear by producing a temporary hearing threshold shift. The temporary inability to hear can interfere with communication and may result in increased stress and an increased accident rate. Chronic exposure can produce permanent hearing loss, which cannot be regained or corrected with mechanical devices or by surgical methods.

**Recommended Action:**

Continue to provide hearing protectors to all employees exposed to noise levels above the PEL, and the company must ensure that the employees wear them. The employees must be given a choice of several different types to wear. The ear muffs are recommended, as ear plugs could easily become contaminated due to the dirty nature of the work.

An appropriate hearing protector will reduce the noise level at the employee's ear to less than 90 dBA. The estimated noise level at the ear can be determined by dividing by 2 the NRR for the hearing protector, and then subtracting 7 from that number. The resulting number is then subtracted from the noise exposure of the employee. If this number is less than 90, the hearing protector is considered acceptable. For example: for an employee exposed to 95 dBA, a hearing protector must have an NRR of at least 26 (95-(26/2 - 7) = 89) to provide adequate protection.

An effective hearing conservation program can identify employees who have lost some bearing function and protect them from further loss. Each of the exposed employees must be included in the program, which includes:

a. Noise level monitoring.
b. Employee notification, training and information programs.
c. Annual audiometric examinations.
d. Hearing protection.
e. Record keeping.

Refer to the enclosed information of companies that can provide hearing testing and training.

CORRECTION DATE..... October 7, 1991.

29 CFR 1910.1200 (e)(l): Employer had not developed or implemented a written Hazard Communication Program meeting the minimum requirements.

**Situation Observed:**

There was no written Hazard Communication Program for your facility.

**Recommended Action:**

Develop a written Hazard Communication Program for your facility. Use the model program enclosed for your assistance.

29 CFR 1910.1200 (g)(1): The employer did not have a material safety data sheet for each hazardous chemical used in the workplace.

**Situation Observed:**

There were no material safety data sheets retained for chemicals, oils and coal used at the facility.

**Recommended Action:**

Obtain material safety data sheets for all items used at the facility in greater quantity then general household use. Keep them in a notebook, and explain to employees where they can access them.

29 CFR 1910.1200 (h): Employees not provided required information on hazardous chemicals at time of initial assignment and whenever a new hazard was introduced into the work area.

**Situation Observed:**

Employees had not been trained as to the potential hazards of the chemicals and coal dust they are exposed to.

**Recommended Action:**

Train current and new employees as to the potential health effects of the chemicals they work with, how to recognize health problems and how to protect themselves from accidental spills or vapor, mist, fume or dust exposures.

Also explain pertinent information from the material safety data sheet.

CORRECTION DATE..... October 7, 1991.

29 CFR 1910.147 (c)(1): The employer had not developed, or implemented a written energy control (lock out/tag out) program to protect employees from injuries caused by accidental start-up, or release during maintenance of machinery and equipment.

**Situation Observed:**

There was no Lock out/ Tag out program in place.

**Recommended Action:**

Evaluate the potential energy sources for each equipment item. Establish a lock out location and method for each source, and write a procedure to be followed for all maintenance activities. Train employees in the aspects of the program. Refer to the enclosed guideline for your assistance.

CORRECTION DATE..... October 7, 1991.

***Potential OSHA violations - Other than serious***

29 CFR 1903.2 (a)(1): OSHA notice not posted to inform employees of the protections and obligations provided for in the Act.

**Situation Observed:**

The OSHA Poster was not posted at the facility.

**Recommended Action:**

Post the OSHA Poster given to you during our visit. Place it in a conspicuous location where notices to employees are customarily posted. Take steps to ensure it is not altered, defaced or covered.

29 CFR 1904.2 (a)(l): Log of recordable occupational injuries and illnesses, (OSHA Form No. 200 or equivalent) not maintained at the establishment.

**Situation Observed:**

There was no OSHA 200 log maintained for the year 1990.

**Recommended Action:**

Maintain an OSHA 200 Log and summary of occupational injuries and illnesses, or equivalent form, at your establishment. It should be completed in detail following the instructions provided on the back of the form. Injury and illness records should be reviewed at least monthly. Trends and problem areas that are identified should be carefully evaluated and engineering and/or administrative controls implemented as needed to prevent their recurrence. Use the form supplied during our visit.

29 CFR 1910.1200 (f)(5)(i): The employer did not ensure that a container of hazardous chemicals in the workplace specifying the contents of that container.

29 CFR 1910.1200 (f)(5)(ii): '!be employer did not ensure that a container of hazardous chemicals in the workplace was labelled, tagged or marked specifying the appropriate hazard warning.

**Situation Observed:**

During our visit there were no unlabelled containers seen. However, management indicated there was not a formal policy to ensure secondary containers are labeled as to contents and potential hazards.

**Recommended Action:**

Label all containers in the facility as to contents and potential health hazards. Labelling can be as simple as using the manufacturer's labeled containers wherever possible and reproducing the manufacturer's label where other containers must be used.

29 CFR 1910.134 (a)(2): Employer did not establish and maintain a respiratory protection program.

**Situation Observed:**

Employees provided 2 strap dust masks were not part of a comprehensive respiratory protection program.

**Recommended Action:**

The Engineers, Firemen and other employees wearing the 2 strap dust masks should be part of a comprehensive respiratory protection program. A model written program was supplied during our visit. An effective program would include:

a. selection and use of appropriate respirators;
b. Physical assessment and fit testing of affected employees;
c. Employee training in proper use and limitations of respirators;

d. Respirator storage;

e. Respirator inspection, cleaning and disinfection, and replacement as needed;

f. Regular inspection and monitoring/surveillance of work area conditions and employee exposure and stress;

g. Program evaluation.

**Other Recommendations:**

o periodic bulk sampling of the silica content of the coal should be conducted. Always use coal with less than 5% silica.

o A health and safety survey of the maintenance shop should be conducted. Such a survey could be initiated by a company Health & Safety Committee.

o Air sampling of the "punch and blow" process should be conducted to determine coal dust levels.

## ≺1992≻

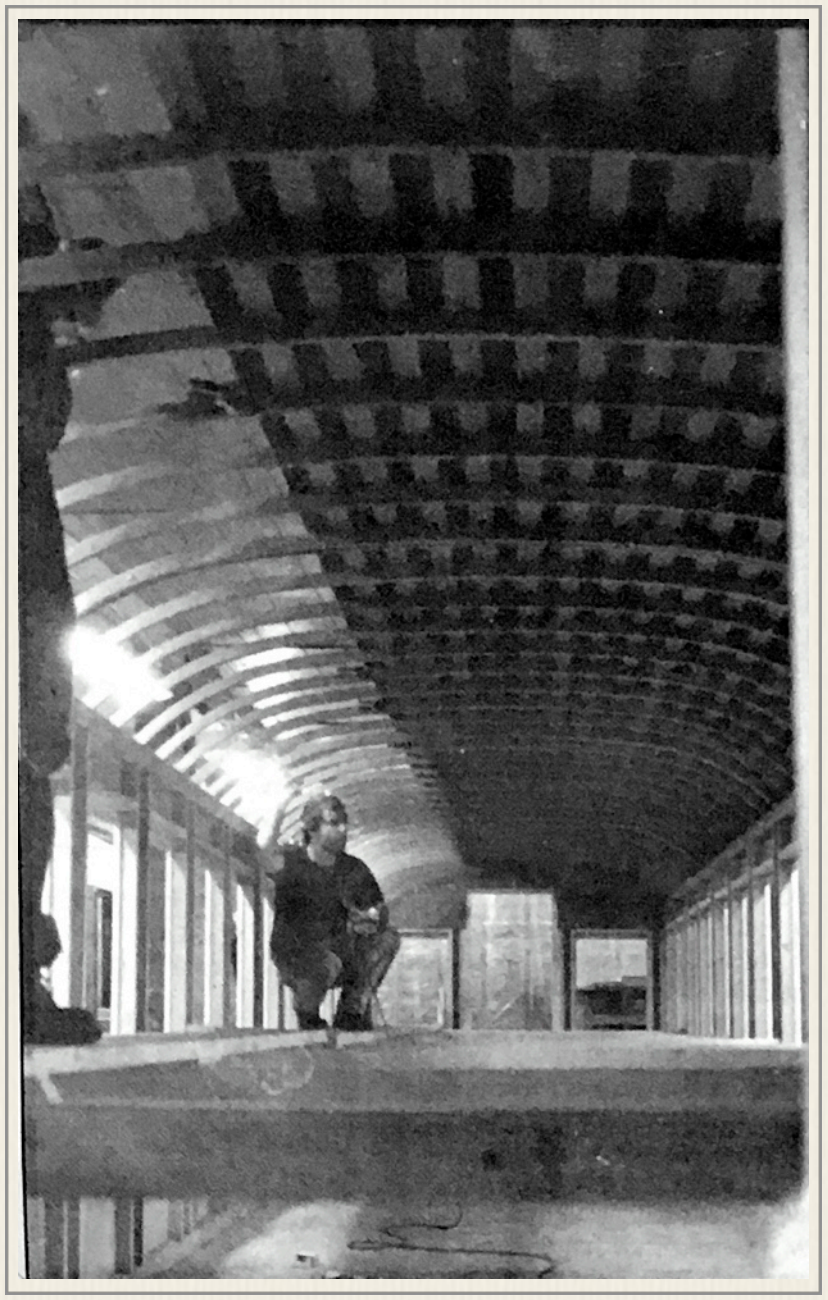
### New General Manager
### April 21, 1992

***Bedor Letter to Walter King:*** "Dear Walter: This letter will officially notify your department that effective January 1, 1992, Robert Trask has been named General Manager of the Cog Railway. As you know, Bobby has worked at the Cog for over 20 years, during which time he has had experience in nearly every position at the facility. In terms of the railroad operation, he started as a Brakeman working his way through the positions of Fireman and Engineer. He has several years experience as both Track Foreman and Train Master as well as assistant to the General Manager under both George Trask and Robert Clement. His qualifications to assume the position of General Manager speak for themselves. We are also pleased to have hired on a permanent year-round basis David Moody as Track foreman. Dave has many years experience at the Cog. Bob Clement, most recent past General Manager, will assume the capacity of Managing Director. As such, he will continue to provide over-all operating direction in continuing the re-building program we have instituted since 1986.

The combined experience of Bob Clement, Managing Director; Bobby Trask, General Manager; Mike Kenly, Shop foreman; Rob Maclay, Train master; Dave Moody, Track foreman; and Pete Steady, Car Shop Foreman is over 90 years. We believe our ability to assemble this degree of experience in combination with our dedication to making improvements at the facility will assure the success of the Cog for the foreseeable future. Yours very truly, sig *Joel J. Bedor* - Apr 21, 1992

### Newsclip: Winter Work at Cog
### May 21, 1992

Volume 20 Issue 1 of *Summer Week* - a complimentary paper leads with a story by Jonathan Courlay about the railroad's winter work that was clipped and included in N.H. Transportation Department files. "One of New Hampshire's most popular summer attractions takes seven full-time workers all winter long to prepare for the next season. The crew at the Mount Washington Cog Railway spent the last five and a half months repairing, refurbishing, milling, assembling and painting in two large buildings in the icy shadow of the mountain. In one building, the woodshop, three men spent the winter building a new 56-passenger coach *(right)* following old-fashioned styling using new glues and techniques for a strong structure. Pete Steady, the woodshop's foreman, says this summer's new coach will be one of two 56-passenger coaches to built from wood. On close inspection, the mahogany plywood, maple trim and curved basswood roof make for a work of art that is to be fastened to a steel undercarriage once the woodwork is completed. As shopmates Rob Maclay and Mark Coulter, engineers on Cog Railway coaches during the summer, work on fitting the tongue-and-groove curved ceiling together, Steady explains that the railway would eventually operate with seven coaches -- four of them modern reproductions -- while the company's oldest would be retired and preserved as a museum piece. "We haven't really copied anything," Steady says, pointing out that the 42-foot-long coach is an amalgam of



*Interior coach ceiling install underway in car shop (Feb1992)*
*- Jonathan Courlay photo / Summer Week*




*Tender parked in falling snow outside engine shop (Feb1992)*
*- Jonathan Courlay photo / Summer Week*

old designs gleaned from photos of old coaches and the dissection of others. Except for the smooth surfaces, fresh coat of paint and identification plate stamped with "1992" at the end of the passenger compartment, riders will assume they are riding in a well-kept coach from the early days of the world's first mountain-climbing cog railway. "If you're going to commit yourself to build a coach, you might as well do a good job of it," Steady says with some pride as he explains the details of building a new coach.

Since 1869 amazed visitors have been riding the steam-powered rail to the summit of Mount Washington, the tallest peak in the northeast, a ride that takes 70-minutes to climb 3,6000 vertical feet on just less than three miles of track. From inside the heated woodshop (this winter was the fourth during which the shop actually operated through the winter) Steady explains a brakeman, fireman and engineer accompany passengers on each three-hour round trip. Steady, who has been at work with the Cog Railway since 1986, demonstrates the job of the brakeman and how multiple brake pads are operated from one wheel. "These babies'll stop on a dime and give you nine cents change," he says, noting that the coach is always uphill from the engine for safety reasons, but is perfectly capable of gliding back down the rail at a gentle pace with a brakeman at the wheel. Outside the shop stands one of two of the railway's aluminum 56-passenger coaches (one was built in 1958 and the other in 1962). But the real treasure is stored in a long shed attached to the shop.

After ducking into the February snow briefly, Steady yanks back a heavy wooden door and reveals what he seems to regards at the railway's pride and joy. "Look at this," he says, and judging by his reverent tone and noticing the stillness of the storage barn, the visitor is easily taken with the mystery and awe at seeing what many experts consider to be the oldest operating passenger rail roach in the U.S. Not surprisingly it is registered as #1 at Mount Washington and has an identification plate that says it was built in 1871. It is not expected to be called into service this summer and needs some facelifting, but walking down its wooden aisle results in a flashback to the golden age of travel by rail. Back outside the mountain is completely obscured by snow and clouds and the rail disappears into the white not far from the trip's starting point.

About one-third of the way up the steep climb, the trip stops briefly at the Waumbek Tank so the engine can renew its water supply. On each journey a ton of coal is burned to turn 1,000 gallons of spring water into steam to drive the engine's gears. The engine, a 14-ton hulk of steel with a wood cab, is a direct descendant of "the little engine that could" and looks like a beast ready to jump as it sits in the large engine shop on level rails. The boiler, stack and cab are all pitched forward when the engine is at rest at the base of the mountain. The reason for that is the steep climb the engine must make and the importance of boiling water and operating intricate machinery on a level plain throughout the trip's pitch. On Jacob's Ladder, a curving 300-foot-long trestle just past the halfway point that reaches a height of 25 feet off the mountainside, the grade reaches its steepest at slightly more than 37 percent. That means a person sitting at the front of the passenger coach is about 15 feet higher than a person sitting at the rear. Mike Kenly, who has been working at the railway since 1973, is currently in charge of maintenance on the engines and said that the engines required to push the nine-ton coaches up the mountain are built and rebuilt from old and new parts alike. "It takes a lot to keep them running," Kenly says, a statement that appears to be the winter's biggest understatement given the task of overhaul, scraping and painting that needs doing before the tourists invade.

There's an engine dating from 1878, the first four-cylinder to be used on the mountain, that works alongside another dating from 1983. In all, there are seven working engines, five of which with boilers replaced after the 1986 season at a cost of $40,000. Kenly is happy to be working for new management that took over in earnest in 1986. He says the replacement of the five boilers was testament to the fact safety and efficiency remain

steadfast at the railway. They're a lot safer, and we keep them looking a whole lot better," he says, nodding toward the tipped cone of an engine built in 1907 in Manchester as machinist Joe Orlando examines a new fitting. Barry Stewart and Jaime Plummer work there too, and see quite at home inside the darkened shop around the mammoth engines. "This is a good crew," Kenly nods, "everybody knows their business." Before the first visitor appears, the crew will have gone over each inch of track in a close inspection and will have made repairs to the inevitable damage caused by the harsh winter of Mount Washington. "The Little Engine That Could," a nickname some believe was stamped on the original *Peppersass* by P.T. Barnum, is currently making trips up to the summit of Mount Washington on a daily basis. During the tourist season, which begins in earnest at the end of the month, 65 people work for the cog railway company as engineers, firemen, brakemen, mechanics, carpenters, cooks, groundskeepers and as clerks in the office, gift shop and ticket office. Tickets for the hourly rides cost $32 for adults, $30 for senior citizens, $22 for children aged six to 12 with children under six riding for free when sitting on an adult's lap. Group rates are also available."

**Hodge Boiler Works Letter to Wayne Presby**
**RE: Boiler Quote**
**June 4, 1992**

Dear Mr. Presby:
Confirming our June 3, 1992 telephone quotation, we are pleased to offer the following:

1) 48 " O.D. Locomotive Boiler, 200 P.S.Z, basically as previous l furnished.

Price: S48,125.00

Delivery: Approximately 14 to 16 weeks from receipt of order.

Shipping weight: Approximately 8500 pounds.

Price is quoted f.o.b. our plant and does not include any sales or use taxes. Quoted price and delivery shall remain effective for 30 days, subject to change without notice. Terms of payment are 1/3 with your purchase order, 1/3 on completion at our plant, and 1/3 within 30 days of completion.

The Boiler will be of all welded construction, designed fabricated, inspected and stamped per the ASME Power Boiler Code, the configuration of the boiler will be basically per Hodge Drawing 0-48B (3/1/86) with changes for increasing the pressure from 175 P.S.I. to 200 P.S.I. Copies of the drawing to which we have referred are in your possession.

Be assured that we are pursuing your request to investigate oil firing of this boiler quoted, the existing boilers, or a entirely new design. Please find enclosed copies of our brochures of other products and facilities available.

Thank you for the pleasure of quoting you on another Hodge locomotive boiler. We hope we may have the pleasure of serving you.

Very truly yours, *Daniel Russell III*, P.C. - Hodge Boiler Works Boston Graving Dock Corp.

**Railroad Incident Report: Cog Railway**
**July 13, 1992**

***Record of phone call*** taken by Walter King at 8:00 am on July 14, 1992 from Cog Railway: "De-racked up end of coach at Waumbek Switch. No damage to coach or track. No injuries to passengers or crew - Moody to scene on speeder. Back up unit sent to transfer passengers & returned to Base. No complaints (yet). Cause: Brakeman after speech at Waumbek lined switch to siding, then remembered there was no meet and relined switch to main forgetting one (1) piece, while flagging train thru, noticed his error and signaled for stop too late. Rec'd verbal warning - will receive retraining.

***Trask Letter to Walter King:*** "Dear Walter: On July 13, 1992, the #4 coach's uppermost axle disengaged from the cog rack at Waumbek Switch due to a mental error by a Brakeman. At around 3:32 P.M., the #6 Engine *(Great Gulf)* was proceeding through Waumbek Switch on the main line. The Brakeman was flagging the engine through the switch when all of a sudden he noticed the top rack was thrown improperly. When he noticed the rack, the front axle of the #4 Coach was only about a foot away and when he signaled the Engineer to stop, it took about one and a half feet to stop the engine. By the time the engine did stop the coach wheel ran on top of the cog race and disengaged the cog gear from the rack. Upon inspection, we decided to send another coach up to get the passengers. They arrived at the Base Station at around 4:45 P.M., never reaching the Summit. The passengers as a whole were very understanding with no complaints to the Ticket office or to myself. Crew Members: Engineer - Steve Giordani; Fireman - John Mahnker; Brakeman - Mike Thompson. Sincerely, - signed: *Bobby Trask* - Jul 15, 1992

**Railroad Delay Compilation**
**August 26, 1992**

***Trask Letter to Walter King:*** "Dear Walter: The following are the delays we talked about on the phone recently. ***August 20, 1992:*** At the beginning of Cold Springs, the #8 Engine's rear crank bearing came loose and moved the shaft over. Delay was one hour and 28 minutes. The #8 Engine *(Top Top)* came back to the base on three cylinders. Most of the passengers went back up at 1:35 P.M. Crew - J. Plummer, A. Haggett, J. Kurdzionak. ***August 23, 1992:*** At Waumbek, the #9 Engine *(Waumbek)* cracked its cylinder head on the way up. Time of the breakdown was 10:10 A.M., started moving at 11:15 A.M. People in general were in fine spirits. We unloaded the #9 passengers at Waumbek and waited for another train to come up and continue their trip. Crew - B. Bedor, B. Houck, J. Mahnker. ***August 24, 1992:*** On the way up Cold Springs the #8 Engine's rear bearing on the crank shaft came loose on the shaft. Time of breakdown was 1:20 P.M., the engine started down to the base at 1:55 P.M. Most of the passengers went back up at 2:30 P.M. Crew - B. Bedor, B. Donovan, M. Thompson. ***August 25, 1992:*** At Waumbek Tank, on the way up, the bolt that holds the valve linkage on the rocker box broke on the #10 Engine *(Col. Teague)* causing the linkage to bend. Time of breakdown was 11:15 A.M., started back to base at 12:25 P.M. Crew - M. Coulter, J. Plummer, J. Mahnker. If you have any questions, please give me a call any time. - signed: *Bobby Trask* - Aug 26, 1992

**Smiles From Maria**
**September 30 1992**

***Bartose Letter to All Cog Railway Engineers:*** "A couple of weeks ago I took a trip out east. My trip not only included a visit to New Hampshire, but Maine and Massachusetts as well. I was very disappointed to find the people of such a beautiful part of our country to be so rude, especially in New Hampshire. I couldn't get a second cup of coffee, much less even a smile from anyone. But the employees of the Mt. Washington Cog Railway may be living proof that there's still hope for the East coast. These men were cute and funny. Unfortunately I can't remember the names of the employees only that the man narrating the trip had sandy brown hair, wore a wedding ring & made a joke about cinders in his gloves. The other man driving the train wore a striped shirt. Perhaps these men can give the rest of the people of New Hampshire their secrets or some lessons on being happy and alive. Coming from Chicago I deal with a lot of rude & selfish people, and the last thing I want is to deal with the same when I go on vacation. There is just no excuse for it.

So I'd like to thank the men of the Cog Railway for being real and having heart. My only regret is not talking to any of the men & thanking them in person before I left. (Even though I come from a big city like Chicago I'm sometimes very shy) I'd especially like to thank the engineer in the striped shirt who smiled at me. He made my day (probably my year). At the end of the train ride I gave him the "OK" sign & said "good job." He said "Thank you." If he doesn't get to read this letter, please tell him that he should really quit smoking. 20 years from now when I remember my day at the Mt. Washington (I've got a great memory) and the unknown engineer who smiled at me, I'd hate to think that he may be suffering from some terrible illness, all because of those ugly cancer sticks. Also, tell the girls in the restaurant that they were just as sweet. They make great ome-

lets and sandwiches. I do have one little bit of advise. Could you please tell people who sit in the back of the trains to watch out for hot cinders coming through open windows. On my trip I had the window open and my 4-year old son got burned by some hot cinders. So please caution people. I hope that if any of you ever visit Chicago, your trip will be filled with many smiles & lots of good memories. Thanks,

- signed: *Maria Bartose - Sep 3, 1992 - rec'd NH Bureau of Railroads & Public Transportation - Nov 3, 1992*




GLOBE STAFF PHOTO / MARK WILSON

**So where does the train crew eat lunch? On the Mt. Washington Cog Railway, the back end of the tender can serve as the dining spot – at least it did when Globe photographer/columnist Mark Wilson unlimbered his Nikon 8008 and documented this scene on Kodak Tri-X (ISO/ASA 400) black-and-white film exposed through a 135mm lens at f8 for 1/500th of a second.** *- Boston Globe - Sep 27, 1992*

## ≺1993≻

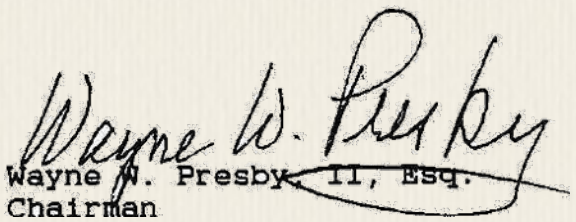
### Wayne Presby Letter to Hartford Steam Boiler
### RE: Mount Washington Cog Railway, Boiler for #10 Locomotive
### June 28, 1993

Dear Mr. Brown:

Pursuant to our phone conversation of today. You have agreed to locate a firm with an "R" stamp which will complete repairs on our boiler for the #10 locomotive no later than July 20, 1994.

At which time our boiler will be re-inspected and certified for use. You have also agreed to provide as required by NH RSA 157-A:8, an abstract of the code provisions and the procedures necessary to make the repairs.

Very truly yours,



Wayne W. Presby, II, Esq.
Chairman

### Cog Railway Building Specifications
### undated

The Cog Railway desires to build a new base station building intended to house several of the functions currently offered in several smaller out buildings. The building is intended to be used on a year round basis generally. The following outline sets forth in some detail the requirements which must be met by the building and the general design parameters.

A. **Initial Considerations**

1. ***View***

a. The building is to be built on the height of the land to provide outstanding views of the mountain and the Mt. Washington Hotel in the valley

2. ***Access***

a. Should be constructed so as to permit easy access by customers, including handicapped, bus tours , deliveries, etc., with well defined areas leading to and from the building

3. ***Building to resemble old time train station***

4. ***Entire cost of construction*** should not exceed $400,000

5. ***Well insulated***

a. To provide for winter utilization and inclement weather

6. ***Sufficient Heating for Winter Operation*** with proper zoning so unused areas can be turned down or off

7. ***Building should provide*** for access to train boarding area without going outside building or at least should provide cover for patrons during inclimate[sp] weather

8. ***Boarding platform*** should cover entire length of boarding area

9. Must provide for easy access to Old Marshfield Area

10. ***Fireplace*** in main area

11. ***Old Marshfield Building*** shall have gift shop and kitchen areas removed to provide access to mountain right of way. The rest of the building shall be preserved for use as a potential hiker bunk house

12. Some areas converted to parking not currently utilized and some areas restricted or limited access

13. Entire area proper y engineered to avoid drainage problems

B. **Ticket Office and Dispatch**

1. Must have view of mountain and track
2. Must be highly visible and easily located by tourists
3. Must be located to allow easy access to train boarding area
4. Should be close to restaurant and gift shop to foster purchases, but not so close that these areas may be impacted by complaining customers
5. Should provide for more than one ticket window to keep lines short, credit card, cash, and reservations

C. **Bathrooms**

1. New leach area must be constructed
2. Need additional bathroom facilities to accommodate bus tours and busy days, their currently are 5 bathrooms for men and 5 for women
3. Need to be easily cleaned and maintained

D. **Food Service**

1. Cafeteria style
2. Seating for at least 200
3. Seating area must be comfortable and provide outstanding views
4. Efficiently operated and efficient in providing service to customers
5. Conveniently located within building for customers and to provide delivery truck access
6. Provide for sale of alcohol, beer and wine
7. Must be able to provide food to staff in emp1oyee cafeteria area
8. Must be separate dining area for employees with wash room.

E. **Museum**

1. Walk through experience
2. Will house *Peppersass* and other steam displays as well as Mount Washington and possible AMC displays
3. Will tell the story of the Cog Railway through visual and mechanical displays
4. Approximately 2500 s.f.

F. **Gift Shop**

1. Larger than present gift shop by 50 to 100%. Current Gift Shop is approximately 1500 s.f.
2. More open than exist ing gift shop
3. Dressing Rooms
4. Display racks for shirts and counters for gifts

G. **Picnic Areas**

1. Outside and not in front of main view areas

H. **New Sewer System**

I. **New Water System**

1. New wells or combination of brook water and well water to provide at least enough water to operate all building functions and sufficient to provide up to 20,000 gallons per day for train operations
2. New Water Tank for filling train tenders which resembles real train station water tank

J. **Parking and Traffic Flow**
1. Easy access to building
2. Easy delivery of merchandise to food service and gift shop
3. Easy access for buses

K. **Storage Space**
1. Gift Shop
2. Restaurant
3. Office
4. other

L. **Electronics**
1. Adequate Telephone Service
2. Adequate Computer Service
3. Adequate Electrical Service and out1 ets throughout building
4. Public Address system throughout building

M. **Arcade Room**
1. Small room for 6 to 8 arcade machines
2. Should be located away from main areas to avoid noise

N. **Elevator**
1. Determine Necessity or desirabi1ity in light of cost, delivery and handicap considerations

O. **Bunker**
1. Must be moved to provide easier access of coal delivery trucks, less incline for filling of bunker and to provide for new cement storage area to cut down on coal loss
2. Must provide for new washout area and drainage

**Cog Railroad Base Station New Building**
**AS PER PLAN AND THE FOLLOWING SPECIFICATION:**
**CONTACT PERSON: .JOEL BEDOR**

GENERAL SPECIFICATIONS:

A. The Contractor will provide power to the site.

B. The Contractor (Builder) will set up and maintain temporary power and will maintain a neat and orderly site. The Contractor will remove all temporary facilities upon completion of the project.

C. The Contractor will provide for regular removal of waste materials to an approved landfill.

D. The Contractor will comply with all applicable Federal State and local laws and regulations including OSHA regulations.

E. The Contractor will work with the Owner to establish reasonable limits of the work area to avoid impact to natural features of the site.

F. The Contractor will provide statutory worker's compensation insurance and general liability insurance as required by law and will provide Builder's Risk insurance in the amounts required by law and such policy shall name the Owner and Contractor as co-insured parties.

G. Project completion date will be determined upon acceptance of contract.

H. The Contractor will furnish all material and labor to complete the project.

## Documents - 1993

I. All ground work will be bid separately, specifications not included at this time.

M. Owner will provide all necessary permits.



**Track Problem**
**July 8, 1993**

***Trask Letter to Walter King:*** "Dear Walter: On July 8, 1993, the Cog Railway experienced a track problem at Cap (or bent) #522. While the #6 Engine *(Great Gulf)* with the #4 Coach was proceeding thru Cap area #522, one of the posts let go and caused the engine to lean to one side which the Engineer stopped his engine at once and then called down. I then called Dave Moody, who at the time was working on Skyline Switch with our Speeder. Upon arriving at the scene, Dave called down to tell us to send an empty train up to get the people down because of the situation on the track. Once the passengers were off, Dave proceeded to block up the bent and stringers so that the #6 Engine could proceed down to the base without any problem. There were two trains above the mishap. One I sent down empty from the summit and then one half hour later, I sent the other one down with 45 people. The remaining amount of people that were at the summit were taken down and returned to the Base Station by buses and vans. As an over-all view, I would say 95% of the people were in good humor arriving back to the base. Engine #6: Engineer - Lenny MacDonald; Fireman - Sean Leahy; Brakeman - Kevin Staines; Brakeman Trainee - Jamie Rexford. The #6 Engine left the base at 2:12 P.M., returned at 4:52 P.M. The #3 Engine left the base at 2:08 P.M. returned at 5:30 P.M. The #4 Engine left the base at 12:48 P.M., returned at 6:05 P.M.

Dave and his crew went up at 4:00 A.M the next morning and proceeded to re-do the bent with a new one and passenger service started once again at 8:00 A.M. Friday, July 9, 1993. Sincerely,

- signed: *Bobby Trask* - Jul 9, 1993



**Initial Idea for a Mt. Washington Cog Railway Museum**
**by S. Longfellow**
**August 5, 1993**

The following is a proposal for constructing the new museum in modules. Each module would be centered on a dramatic, floor to ceiling, black and white, photograph covering the entire center module wall. The walls to the left and right of the center wall would each carry a chapter of the Cog story in pictures and narrative. Exhibit items would be arranged within and outside of the modules so as to compliment the linear unfolding of the story experienced by a visitor progressing from module to module. Actual module size and total museum lay out would, of course, be determined by the floor space available and aesthetic considerations of presentation. The modules proposed are a departure for further discussion. Were such a modular approach adopted the exact number, sequence, and themes of the modules would undoubtedly change.

***Module 1.-*** Center wall. Panoramic view looking down Jacob's Ladder. A down mountain coach railing, complete with brake wheels, stands in front.

***Module 2.*** - Center wall. Drawing from original patent. Actual Rack and pinion gear stand in front.
***Module 3.*** - Center wall. 19th century tourist lithograph. Slide board stands in front.
***Module 4.*** - Center wall. Appropriate turn of century photo.
***Module 5.*** - Center wall. Picture from 1930s or 1940s
***Module 6.*** - Center wall. Picture of early engine and coach. Restored seat(s) from coach #1 stand in front, perhaps for visitors to sit down and view picture.

***Module 7.*** - Center wall. Picture of Waumbek Tank. A piece of wooden aqueduct and length of pipe with high pressure fitting stand in front. Resting flat on the floor so that it can be walked upon: a bottom of a water tank.

***Module 8.*** - Center wall. Picture of one of the early Marshfields.

***Module 9.*** - Center wall. Picture of the summit in winter.
***Module 10.*** - Center wall. Collage of other Cogs of the world.
***Additional Topics.***

Bretton Woods and the other past grand hotels.
The 1944 United Nations Monetary and Financial Conference at Bretton woods.
White Mt. recreation. Hiking, skiing, other attractions. The timber industry, past and present.
Timber railroads.



**Wayne Presby Letter to Mike Kirk - 1st NH Bank**
**RE: Cog Railway Environmental Site Assessment & Response Plan**
**August 14, 1993**

Dear Mike:

Pursuant to your discussions with Joel over the past several weeks, I enclose herewith for your review a synopsis of the reports received, actions taken and planned activities regarding environmental concerns at the Mount Washington Railway Company Property.

Very truly yours, Wayne Presby

To: Mike Kirk

From: Mount Washington Railway Company

Re: Environmental Reports and Remediation Plans

In April of 1986, we received from Goldberg-Zaino & Associates of Manchester, NH (now known as GZA, Inc.), a report of their findings concerning an environmental site assessment for the Mount Washington Railway Company properties. This report was furnished to Casco Northern Bank as part of a financing package in the amount of $1,050,000.00 in May of 1986.

The report indicated that further testing could be conducted, however, Casco Northern Bank did not require any further testing or action. As detailed in this report the Mount Washington Railway Company did take further action in connection with the GZA report.

The GZA report indicated that certain underground fuel storage tanks existed at the summit of Mt. Washington. Several years ago, WMTW TV, the supplier of electricity at the summit of Mount Washington and the owner of several large above ground tanks located at the summit, was requested by the Mount Washington Commission and the Environmental Protection Agency to take certain action to protect the summit in the event of a major oil spill. In response to these demands, WMTW removed all of the underground oil tanks located on Cog Railway property and constructed berms around their existing tank farm. Since the date of the GZA report, a new drinking well has been drilled at the summit. This well was drilled by the State of New Hampshire and the water from this well is used for all summit operations. It is my belief based upon a meeting of the Mount Washington Comm ission at which I was present that the water from this well is potable and has been in use for several years. This would indicate that minimal ground water contamination exists.

The report also indicated that a 3000 gallon above ground fuel storage tank and a generator were present on the Railway property. Prior to 1987, all of the power utilized at the Base Station was provided by small scale hydro plants and diesel powered generators. In 1987, in conjunction with Public Service Company of New Hampshire, a new power line was constructed to the Base Station. The generators and associated fuel storage were no longer necessary after the construction of the power line and have been removed.

Before Public Service of New Hampshire supplied the base with commercial grid power, the Cog Railway purchased 6 small transformers to stabilize and convert the power generated by the hydro plants to 120 volts so that it could be used on the premises. After the installation of the new power line the transformers were sold and are no longer on the premises.

The shed noted to be in the wooded area West of the railroad tracks which contained a water wheel is still in existence. The water wheel and the generator have been removed and the building is now empty.

The report also indicated that there was a grease house on the premises containing several 55 gallon drums of grease and oil used in daily operations at the railway. This building was an uninsulated building with no utility service. The building was removed at the end of the 1990 season and the surrounding area was cleaned up and at this time there is no further sign of contamination.

Since the 1990 season the lubrication procedures have been changed to utilize disposable grease cartridges. This has effectively solved the storage and contamination problem. The remaining oil (approximately 12 barrels per season) necessary for operations are delivered to our engine shop storage facility. This gives us complete control over the possibility of any inadvertent contamination. The empty barrels are cleaned and then disposed of along with other scrap metals at the end of each operating season.

Also in the report are various references to random 55 gallon drums, electrical equipment, and other used engine parts. All of these items were located in and around the area known as the Engine House. During the fall and winter of 1989, management contracted with a local scrap dealer to remove the vast majority of the discarded scrap which was located in this area. Subsequent to this cleanup, we have established a scrap materials pile immediately adjacent to the engine house and we contract with a local scrap dealer on an annual basis to remove these materials.

The underground fuel tank noted as being located south of the engine house has not been utilized by the company since 1984. This tank is of a type and size which could be licensed by the State of New Hampshire but instead of licensing the tank we have chosen to remove this fuel tank as part of this fall's work.

In summary we do not believe the existing in ground tanks have caused any contamination but to meet the concerns raised in the Goldberg-Zoino report, we have scheduled the removal of these tanks. We do not store any liquid fuels on the premises. All of our fuel is purchased from off site storage facilities. The discarded oil barrels have been inventoried, cleaned up and properly disposed of. Oil barrels used in daily operations are being disposed of in a routine manner using proper disposal techniques. The third area of concern was the grease house and this area has been cleaned and restored to an acceptable level at this time.

I would also mention that in preparation for our new building several test pits were dug. On visual inspection none of the water found in these holes appeared to have any surface films indicating contamination.

Based on the Goldberg-Zaino report, the water testing conducted by Eastern Analytical, and our subsequent efforts to remove and clean up any potentially hazardous areas, and the fact that we do not store any liquid fuels on the premises, we do not feel that any further testing should be necessary.

We will continue to recognize and respond to potential environmental concerns and will continue to do our part to minimize the environmental impact of the railroad operation.

**Robert Zimmerman Letter to Wayne Presby**
**RE: Consulting Engineer Services**
**October 10, 1993**

Dear Mr. Presby:

I have reviewed the drawings and outline specifications that you've sent me for the New Base Station Building for the Cog Railway.

I have prepared the following pages to assist in clarifying the work that I believe you are interested in having me review, and that I believe requires structural review. If you have any questions regarding any facet of the proposal, please don't hesitate to call me at home, (802) 434-4080.

Although no Architect, I was impressed by what I believe to be an appropriate style and design for the Base Station Building. I look forward to meeting , and working with you and the proposed Contractor on this project, as well as seeing the operation of the Cog Railway.

Sincerely, Robert Zimmerman PE

***Scope of Work:***

1. Develop live and dead loads acting on structural members, analyze members noted in the specification.

2. Check connections between structural members.

3. Check buildings wind bracing system.

4. Respond to Contractors structural questions.

5. Check header selection over doors, windows and other openings.

6. Check proposed concrete footing size and quantity of steel reinforcing for: exterior walls, fireplace chimney and columns.

7 . Check concrete retaining walls and slabs.

8. Check proposed interior staircase support beams and associated details.

9. Check loads and dimensions submitted to manufacturer of pre fabricated trusses. Design of these trusses shall be by other Licensed Engineer.

10. Check adequacy of roof joists that are not pre-fabricated.

11. Check roof overhang support members.

12. Review, and approve as required, submittals for construction materials. (Includes preparation of a list of suggested submittals.)

13. Includes 3 trips to the construction site.

Trip #1; Prior to construction, visit site

Trip #2; Inspect work completed

Trip #3: Submit minutes of second trip. Address construction schedule. Inspect quality and correctness of work completed and readily observable

**Wayne Presby Letter to John Ross NH Transportation Dept.**
**RE: Base Road Maintenance During November**
**November 2, 1993**

Dear Mr. Ross:

The Mount Washington Railway Company has begun construction of a new 12.000 square foot building which will house the restaurant, gift shop, museum and office functions of the Cog Railway. We wi11 begin pouring concrete today and should be finished by December 1. 1993, I would like to request that the Department of Transportation refrain from posting the road against motor vehicles until December 1, 1993 and that the road be maintained during this period. This will enable us to get the majority of the heavy work completed and supplies delivered.

Very truly yours, *Wayne W. Presby*

**John Ross NH Transportation Dept. Letter to Wayne Presby**
**RE: Base Road Posting**
**November 2, 1993**

Dear Mr. Presby:

Posting of the Base Road, to prohibit conventional vehicles, will be delayed until snow cover is of sufficient depth to support snow machine travel.

Winter maintenance of the Base Road will cease upon closing of the Cog Railway on November 1st. The Cog Railway may use the Clinton Road for winter access as agreed to in previous years.

Sincerely, *John B. Ross* - District Engineer

Mt.Washington
COG RAILWAY



EMPLOYEE MANUAL

Base Road, Mt. Washington, N.H. 03589 846-5404

WELCOME TO THE MT. WASHINGTON COG RAILWAY

## WHAT YOU MAY EXPECT FROM THE COG RAILWAY

### ORIENTATION AND TRAINING

Each employee will receive thorough orientation in the policies and procedures of the Cog Railway and be given specific training for the position he or she has been hired.

Each employee is hired on a 30 day probationary basis. During this period the employee may terminate his/her employment or the Cog Railway may terminate the employee. This is a trial period for both employer and employee to determine compatability, to provide a learning period and to measure relative performance.

### PAYROLL PROCEDURES

The pay period starts on Sunday and ends on Saturday. The time clock is located under the Office. There will be a time card with your name and appropriate week ending written on it each Sunday morning. Time cards MUST be punched by each employee. If you do not punch in or out on a particular day you must have your Supervisor approve the written in time.

There are certain deductions from your paycheck that are required by law. Federal Income Tax Withholding is based upon your earnings and your exemptions. An amount contributed by you for your social security retirement (FICA) is likewise withheld. Your employer contributes an amount equal to your contribution for FICA.

Paychecks will be distributed every Wednesday by your Department Head after 4:00 P.M. Please do not ask for your check before this time.

Advances on pay cannot be allowed due to the administrative burden this would create. Paychecks cannot be cashed at the Base Station. If you have any questions about your paycheck, contact your Supervisor.

Employees terminated by the Cog Railway will receive their



paycheck within 72 hours. Employees terminating their own employment will receive wages due to them on the next regular pay day.

### PAY RATES AND PROMOTIONS

Rates of pay for each job classification are determined by Management and vary as to talents required and other factors. Questions relating to pay scales and compensation should be asked of the Supervisor or Department Head, who will be able to obtain the desired information for you.

No increases in pay within a job classification or changes in job classification are automatic. Many considerations are used to determine eligibility for pay increases and promotions. Some examples are:

1. Assuming additional responsibility.
2. High degree of competence.
3. Cooperative attitude.
4. Dependability.
5. High initiative.
6. Satisfactory service for a period of time.
7. Good knowledge of the policies and goals of the company.

### WORK SCHEDULE

The normal season begins in May and ends in November depending largely on weather conditions. Once open, the Cog Railway is on a 7 day-a-week operation and schedules are made to meet the needs and desires of our guests. At times, it may be necessary to schedule employees to work more or less hours than might be considered normal for their position. Employees will also be asked to work in various departments or job descriptions during the tourist season.

### LUNCH PERIODS

Most employees will receive a one-half hour, unpaid lunch period. Some employees on trains are required to eat "on-the-job" and will be paid for lunch period when trains are on the mountain.

EMPLOYEES SHALL ENTER THE EMPLOYEE EATING AREA THROUGH THE REAR ENTRANCE ONLY. TRAIN CREW MEMBERS SHOULD NOT BE IN THE LOBBY OR GIFT SHOP WHILE ON DUTY.

## WORKMEN'S COMPENSATION

All employees of the Cog Railway are covered under the Workmen's Compensation laws of the State of N.H. This coverage includes all authorized normal medical expenses resulting from an on-the-job injury. In some cases, a second medical opinion may be requested by the company. You are required to report any injury to your immediate Supervisor AT ONCE. You will be asked to fill out forms, which your employer will provide, and which the Cog Railway is obliged to submit to it's insurer. Failure to report injuries immediately may result in loss of benefits.

Workmen's Compensation insurance does NOT cover accidents incurred after working hours.

## EMPLOYEE HOUSING

Room & Board is available at the Base Station. You must sign a Room & Board Agreement at the Office before you are eligible for this plan. The Cog Railway will provide you with three meals a day and a place to live. The Room and Board charge is $45.00 per week whether you eat all three meals a day or stay in your room every night. This amount will be automatically deducted from your paycheck each week.

## RADIOS

Radios are to be signed out and in at the Ticket Office. Radios are to be used for Cog Railway business only and are not to be used for unnecessary conversation.

# WHAT THE COG RAILWAY EXPECTS OF YOU

## STATEMENTS OF SAFETY

The prevention of accidents that result in property damage and/or injur to either employees or guests is of the utmost concern to the Cog Railway. It is important that all facilities at the Base Station are maintained to the highest possible standards and that all safety rules and guidelines are instituted and followed.



The Cog Railway is committed to operating an effective Accident Prevention Program. This will require each person to know his job, know the procedures to follow in an emergency and to correct unsafe conditions or situations should they arise. Employees should strive to maintain an accident free environment both at the Base Station and on the mountain.

## RULES AND REGULATIONS

The Cog Railway reserves the right to set work rules and standards of conduct. The following company policies govern all employees. We cannot tolerate the following types of conduct and violations are subject to disciplinary action and/or termination:

1. Falsification of records such as applications, time cards and work performance records, etc.
2. Failure to perform assigned duties or poor performance of duties.
3. Negligence of safety procedures which may result in damage to the Cog Railway's property or cause injury to guests or employees.
4. Lack of courtesy or respect to guests.
5. Fighting, regardless of who provokes it.
6. Theft of any kind, as well as other acts of dishonesty, including deceit and fraud.
7. Insubordination, i.e. refusing to obey a Supervisor.
8. Sleeping or reading on the job or leaving before quitting time.
9. Making false, malicious or derogatory statements about the Cog Railway.
10. Any employee absent for three (3) consecutive days, who has not notified the Office will be considered to have quit and will be terminated.
11. Failure to report any injury sustained while on duty either to yourself, a fellow employee or guest.
12. Failure to maintain a high degree of cleanliness at all times and failure to wear prescribed uniforms or safety equipment.
13. Use of alcohol or drugs while on the job or being under the influence of such while on the job.
14. Obscene language or conduct.



## PUNCTUALITY AND ATTENDANCE

If you are going to be late or absent from work, notify the Office immediately before the start of the work shift. We cannot operate without each and every one of us doing our jobs. If you have problems getting to work on time, you may be forfeiting your job.

| | | |
|---|---|---|
| First unexcused lateness | - | verbal warning. |
| Second unexcused lateness | - | written reprimand. |
| Third unexcused lateness | - | written reprimand and possible suspension. |
| Fourth unexcused lateness | - | dismissal. |

Absenteeism can create needless problems and will not be tolerated.

## UNIFORMS

Train employees are provided with uniforms. These uniforms, issued by the Cog Railway, are your property. Please respect our request that you report for work in the uniform proper for your job assignment.

Each employee is required to keep their uniform neat and clean as is reasonably possible, considering the job being performed.

## DRESS AND GROOMING STANDARDS

Because some employees have a great deal of contact with our guests, you must look your best at all times. For this reason, the Cog Railway enforces strict grooming and dress codes.

Logo clothing is not appropriate and should not be worn.

Employees are expected to wear hair neatly. Men's hair should be no longer than their collar and some portion of the ear must show. Women must wear hair so that it does not interfere with work assignment.



Men must report to work clean shaven with the following exception: Beards are allowed but must be fully grown at the time of employment. Beards may not be grown during the term of employment. Mustaches should not extend beyond the upper lip.

In all cases, the Cog Railway Management reserves the right to determine if hair style, mustache, beards, etc. are appropriate.

## TELEPHONE CALLS AND MAIL

Telephone Calls - All personal calls must be made at the public phone on the property. Please do not plan to use the Office phones.
Mail - There is a mail box in the kitchen. Employees' incoming mail will be deposited there once each day. Outgoing mail is picked up and delivered every day except Sunday.

## COMMUNICATION

Communication is vital. If you have a suggestion or a complaint, talk to your Supervisor. If you are unsure about a policy or procedure, we will be happy to explain it to you - so please ask.

## NOTICE OF TERMINATION

Employees wishing to terminate employment are asked to give at least a two week notice to their Supervisor. This allows time to find a suitable replacement and prevents undue burden to other employees in the department

## RESPONSIBILITIES OF THE EMPLOYEE IN CASE OF EMERGENCIES

## EMPLOYEE ACCIDENT REPORTING

Injuries that occur must be handled as follows:

1. Employee must report accident to Supervisor and an accident report must be filled out immediately.

2. If treatment is required, employee should be sent to Littleton Hospital.

In all cases, when an employee has sought medical treatment for injuries he must provide his Supervisor or the Office with a work release or, if unable to return to work, a diagnosis with an approximate date of return. Employees will be paid for the remainder of the 8 hour shift when injured on the job.

INJURED GUESTS

A complete accident report must be filled out on each individual who suffers an injury at the Cog Railway whether it is on the mountain, at the Base, or in the parking lot.

If you are involved in a situation where a guest is injured, please remember the following:

1. Show courtesy and prompt attention in order to create positive guest relations.
2. Make the guest as comfortable as possible while waiting for help to arrive.
3. Question the guest in detail as to how the injury occurred. Do not interject your own opinions. Stick to the facts and be sure to record the guests statements.
4. Check for witnesses and record their statement.
5. Any inquiries for information concerning the accident should be directed to the Office.

CLOSING STATEMENT

The primary objective for the upcoming season is to provide the ultimate train ride experience for the guest of the Cog Railway. Simply stated, taking care of all of our guests needs is the purpose of our work efforts. Only by providing the best service possible can we be assured of happy and satisfied guests who will continue to come to the Cog Railway for years to come.

There are numerous factors that greatly contribute to



achieving the goal of providing the best service possible to our guests. These include, but are not limited to, the proper training of personnel, the effective use of communication skills and a healthy respect for safety and a safe working environment. Along with such attributes as friendliness, understanding, and a willingness to help, we can successfully provide and maintain an efficient operation.

As our guests enjoy the results of a professionally run organization, it is the hard work of the employees that shape the future by continuing to make the Cog Railway one of the finer tourist attractions in America.

We are proud of the Cog Railway. We hope you will share our pride and that your employment here is rewarding for you and all who come in contact with you.



GENERAL RULES OF EMPLOYMENT

1. All employees will report to work when scheduled.
2. All employees will keep their hair cut and faces shaved.
3. All employees will wear clean clothing to work.
4. All employees will wear their designated uniform to work.
5. All employees will pick up litter that they see on the ground.
6. All employees will refrain from the use of foul language while on duty.
7. All employees will be polite and courteous to customers at all times.
8. All train crew personnel will check the crew list every night for any change in the regular schedule.
9. All employees will follow their appointed schedules.
10. All employees will punch in and out of work using the time clock. Failure to do so will result in their not being paid for the day they did not punch in or out. Employees will not punch anyone's time card but their own.
11. No employee will work any hours over his/her designated hours without approval of his/her Supervisor. The only exceptions to this rule are train personnel in the process of making a trip.
12. All employees shall enter the employee dining hall through the back entrance.
13. No train personnel shall be allowed in Marshfield Station while they are on duty.
14. No pets of any kind are allowed on base.
15. All employees will treat customers as if they were guests in your home. Be a host or hostess to these people.
16. If you are not busy doing your respective job, be out-going. Talk to the customers about this operation.
17. All employees are responsible for the conduct of their guests.
18. No drugs are allowed on the premises. Any employee found possessing or using drugs will be fired immediately.
19. Alcohol is allowed, but only in the employees quarters. No drinking will be allowed in Marshfield or during railway meetings.



I have read the complete Employee Handbook and I fully understand the benefits and privileges I will receive as an employee of the Mt. Washington Cog Railway.

I also understand what is expected of me as an employee of the Mt. Washington Cog Railway.

In case of an emergency please notify:

NAME: _____

ADDRESS: _____

_____

_____

PHONE # : _____

EMPLOYEE'S NAME: _____

DO YOU HAVE ANY FIRST AID TRAINING? _____

_____ _____

DATE SIGNATURE

PLEASE RETURN THIS PAGE TO THE OFFICE.

**Coös County Planning Board Letter to Wayne Presby**
**RE: New Marshfield Station Building**
**November 18, 1993**

Dear Wayne:

Thank you for seeing Stan and I yesterday. It is good to see that you have made such good progress on your new building. The season is short at best.

Just to restate the County's interest in this project let me say that we want to cooperate in any way that we can to make things go smoothly. The County only needs to be assured that the appropriate state regulations are met. We do not layer our own regulations over existing state and or federal rules. Our principal focus is on the life safety aspects of buildings and the requirements of the A.D.A. program. It seems that your contractor is aware of these and is working with the appropriate agencies to get their approvals.

Stan Borkowski will be the County's building inspector and will inspect the progress of the building at certain stages and will provide the Certificate of Occupancy upon completion.

Again thanks and good luck.

Sincerely yours, *Frederick W. King* - County Administrator

**1993 Year-End Track Report**
**Undated**

To Joel:

Here is a brief summary of the 1993 track operations.

Track work was scheduled to begin on April 1, 1993 but was delayed by the weather. Track work started on April 13, 1993 with the replacement of the Ammonoosuc trestle. Actual scheduled track maintenance commenced on April 28, 1993.

The implementation of two track crews was a huge success. The maximum potential of the second crew was never fully utilized due ta the late delivery of the woad. The late delivery is the only sore spot in an otherwise excellent track season. I commend Lenny and his crew for the great job they did considering the circumstances.

Spring track work involved all areas of the track from the Base to the Summit. Wood replacement was done by priority from my track inspections. Two areas that were given a major overhaul were, of course, Ammonoosuc trestle and Waumbek tank area.

The summer track work consisted of blocking and leveling, ties and bents. I also conducted weekly track and switch inspections. Rack spool welding was one area of track maintenance that had been greatly neglected. An extensive amount of rack was welded this summer and hopefully, Joe will return to continue this work. Inclement weather cancelled any hopes of a late fall track season. Overall, I was pleased with the 1993 track maintenance program. Here are my plans for the 1994 track season.

The start of track work is, of course, dependent on the weather. I would like to start April 1, 1994 with one track crew and start of the second crew on April 15th. This second crew would cease operations on May 27th. The first crew would continue track maintenance until June 24th.

Track work for 1994 involves all areas of the mountain from the Base to the Summit. These areas that need special attention are the Summit, Skyline Switch and the "Roller Coaster" below Halfway House.

The .summit area needs all new stringers, bents, sides and centers. This section of track barely survived the 1993 season and would not make another season. This work will have to be done in late June because of the permafrost.

## Documents - 1993

The section below Halfway House is badly kinked and is progressively getting worse. I would block and level the entire section and try to winch the tracks back into line. This job may not be addressed in the spring due to time constraints.

Skyline Switch needs more attention than it will be given in the spring. Though the switch is safe, it is on it's last leg. I fully believe that the switch should be replaced from the ground up before the start of the 1995 season.

My summer plans are to continue to block and level, and change small bents between trains. I would also plan on early morning work trains if the scheduled spring maintenance was not done due to bad weather.

This is my overall plan for the 1994 track season. Sincerely, *Dave Moody*

***PROJECTED WOOD REPLACEMENTS FOR SPRING 1994***

| | NEED | ON HAND | ORDER |
|---|---|---|---|
| Stringers | 98 | 33 | 65 |
| Sides | 95 | 13 | 85 |
| Center (Sets) | 42 | 22 | 20 |
| Bents (16 ft.) | 40 | 0 | 40 |
| Bracing | 100 | 50 | 50 |
| Racks | 25 | 15 | 10 |
| Ties | 312 | 312 | Order as stock is depleted |

***1993 PRICES***

| | | |
|---|---|---|
| Stringers | Approx. | $ 300.00 |
| Sides | Approx. | $ 90.00 |
| Center | Approx. | $ 120.00 (set) |
| Bents | Approx. | $ 175.00 |
| Braces | Approx. | $ 40.00 |
| Racks | Approx. | $ 500.00 |

***ANTICIPATED SPRING EXPENDITURES***

| | | |
|---|---|---|
| Lumber | Approx. | $40,000.00 |
| Tools/Equip. | Approx. | $ 3,200.00 |
| Bolt, nuts, Spikes | Approx. | $ 7,000.00 |
| Racks | Approx. | $ 6,000.00 |

## ≺1994≻

**Kenneth Mazur - NH Public Health Letter to Wayne Presby**
**RE: New Marshfield Building Plan**
**January 12, 1994**

Dear Mr. Presby:

The above plans were reviewed on January 12, 1994. The town building inspector should be contacted in regards to local requirements. In order to be in compliance with He-P 2300, "New Hampshire Rules for the Sanitary Production and Distribution of Food", the following items shall be adhered to. Some of these items may already be planned on but are listed here as they did not appear on the plan.

1. The sewage system, if private, shall be reviewed by the NH Water Supply and Pollution Control Division. All private water sources shall have a "Standard Analysis" water test and a copy of the results shall be available on the premises. Please consult the NH Water Supply Engineering Bureau if you have a private water source (t el. # 271-3139).

2. Provide a 3 - bay sink with bays large enough to submerge the largest piece of equipment and drainboards on both sides with length/width dimensions equivalent to one bay.

3. The food preparation sink, steam table, and drains originating from the walk-in refrigeration coils shall be plumbed with an indirect waste line which discharges into the drainage system by means of an air gap.

4. All handwash sinks shall be provided with a mixing valve (one water outlet).

5. Provide a back siphonage device on the utility sink hose bibb when a hose is attached.

6. All refrigeration shall be commercial and shall meet NSF standards. Walk-in coolers and freezers shall not contain any interior wood surface including the door, ceiling and shelving. All walk-in shelving shall be a minimum of six (6) inches above the floor.

7. Floors, walls and ceilings shall be smooth, durable, non-absorbent and easily cleanable in the kitchen, food preparation, service area and restroom.

8. Storage shelving shall be a minimum of six (6) inches above the floor.

9. All lights in the kitchen, preparation, storage and service areas shall be shielded.

10. The restroom(s) shall be provided mechanical ventilation and a self-closing door. Please consult local BOCA Code to determine the required number of restrooms relative to the number of seats in your establishment. RSA 155:40 requires one bathroom for one to 24 inside seats and two bathrooms for over 24 seats.

11. Provide screening or air curtains for all doors and windows that are to be kept open for ventilation.

12. Outside garbage cans and/or dumpsters shall be set on a cleanable surface such as concrete or rolled asphalt and kept closed.

13. If your seating capacity will exceed 50, you are required by RSA 155:59 to designate a nonsmoking area. Please consult the Bureau of Health Promotions ( Tel.# 271-4551).

14. There shall be no food preparation in the basement unless plans are submitted and approved and construction is completed.

If you have any questions, do not hesitate to contact this office. Attached, please find a Food Service License application which needs to be completed and mailed back to this office with the appropriate fee before a pre-opening inspection can be conducted. A pre-opening inspection will not be made until the above items have been completed. Your food establishment shall not open until a food service license has been issued. Please advise this office seven (7) days in advance of the date you wish to be inspected.

Very truly yours, *Kenneth R. Mazur*, RS

**NH Fire Marshall's Office Letter to Wayne Presby**
**RE: Rejection of Marshfield Station Drawings Submitted**
**January 28, 1994**

Dear Attorney Presby:

Be advised the drawings that were sent to this office for review do not meet the requirements of this office. Listed below are the reasons these drawings were denied:

1) The plans are not approved architectural drawings.
2) These plans do not meet the following Codes and RSA's:
   a. New Hampshire State Fire Code 1990 Edition;
   b. NFPA Life Safety Code - 101 - 1988 Edition;
   c. RSA 155-A, "Construction and Inspection of Land Surveyors"; or
   d. BOCA Code 1990 Edition - Section 108.0.

The drawings by the contractor fail to reveal any interior dimensions, type of interior finish, and other information as the NFPA Life Safety Code requires.

Proper drawings (architectural) will have to be provided to this office so that a proper plan review can be conducted. As this building will be built and occupied by the general public, it is imperative that all code requirements be met. This office is willing to meet with your contractor to discuss any questions relative to Code and RSA requirements.

Thank you for your cooperation in. this matter.

Sincerely, *Allen W. Britton* - Deputy Fire Marshall

**Jeffrey Tirey Letter to Wayne Presby**
**RE: New Marshfield Base Station Building**
**February 24, 1994**

Dear Wayne:

With your receipt of the enclosed field report, we have completed our services on this project. The structure is substantially complete except for those "punch list" items listed to be completed in the field report.

We have performed twelve (12) periodic site visits during construction, which is two more than required in our agreement. There will be no additional fee charged for these two extra visits.

We are pleased to have had the opportunity to provide professional engineering services to you. If we can be of future service, please call as your needs arise.

Sincerely yours, *Jeffrey L. Tirey,* P.E.

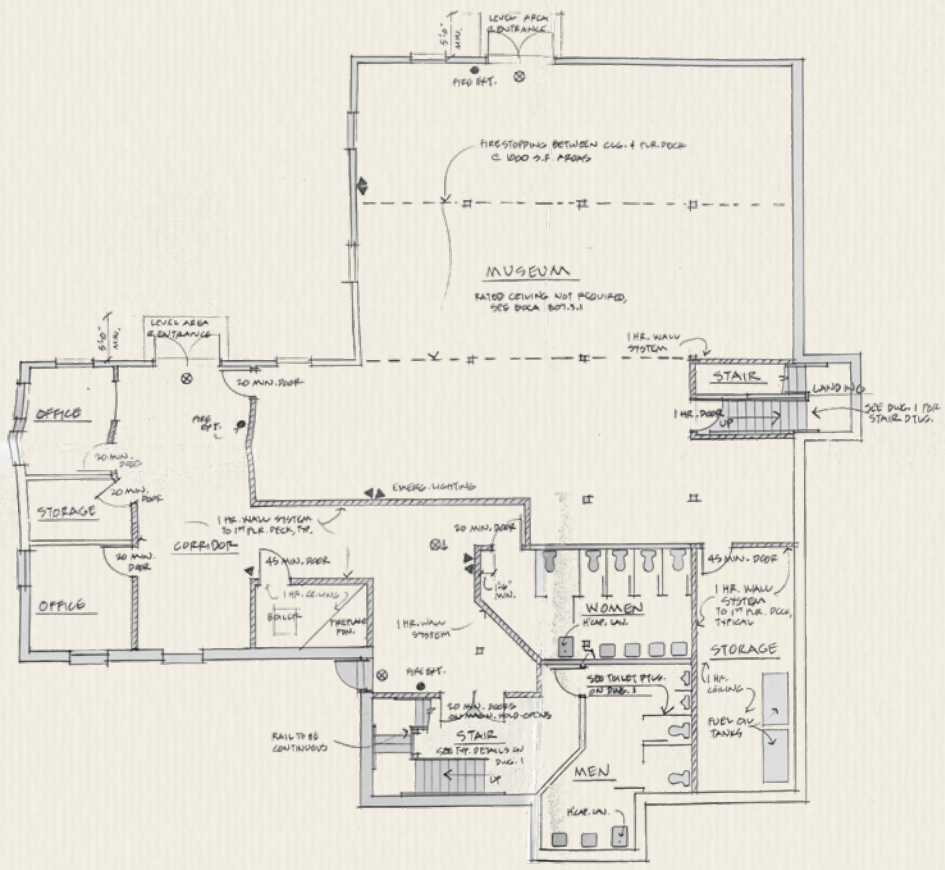
**Wayne Presby Letter to Allen W. Britton - NH Deputy Fire Marshall**
**RE: New Marshfield Base Station Building**
**March 8, 1994**

Dear Mr. Britton:

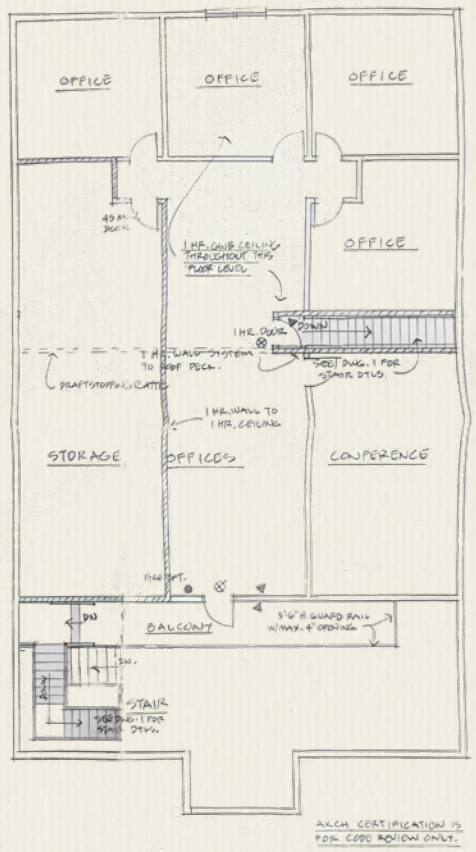
Enclosed herewith you will find a completed Floor Plan and a code Review completed by Keith Hemmingway the architect retained by us on this project. I hope you will find this material satisfactory. The electrician is working on the final location for all detection devices. Upon completion of that detail I will forward it to you. Please let me know if any additional information is required.

Very truly yours , *Wayne W. Presby, II*, Esq.






LOWER LEVEL PLAN
1/8"=1'-0"




UPPER LEVEL PLAN
1/8"=1'-0"

Code Review for
MARSHFIELD RAILROAD STATION
Mt. Washington Railway Company

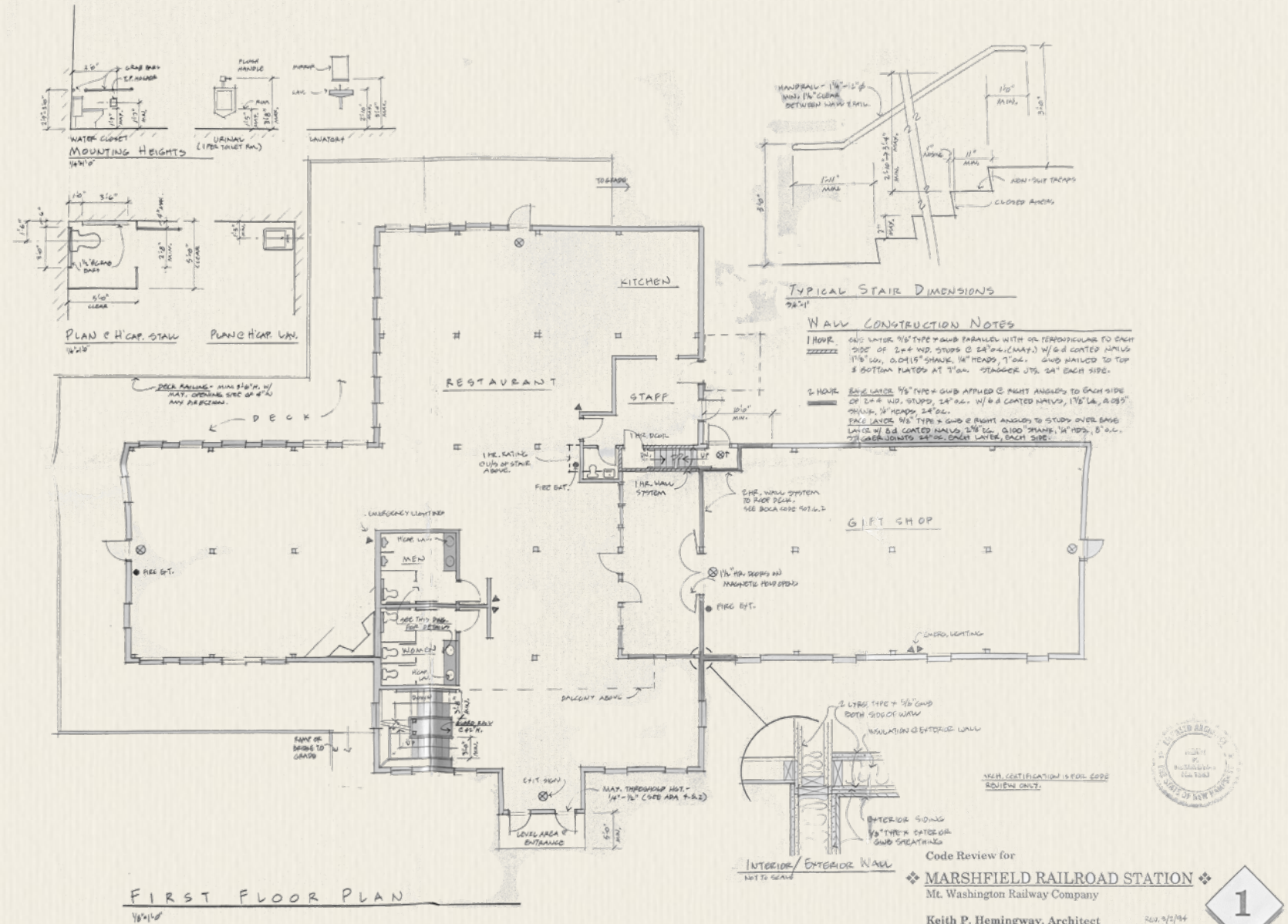
Keith P. Hemingway, Architect
PO Box 399, Plymouth, NH 03264 536-5572

Rev. 3/2/94
2/28/94

2



# Documents - 1994






**Wayne Presby Letter to Gov. Stephen Merrill**
**RE: 125th Anniversary Celebration**
**March 22, 1994**

Dear Steve:

Thanks so much for your continued updates regarding legislation and the progress we are making on jobs and the economy in New Hampshire. Much credit is due to you and your staff for continuing to maintain New Hampshire's conservative approach to government spending. I wish the people in Washington could show some restraint.

I understand that you have declared the week of June 19, 1994 as New Hampshire Heritage Week. This comes at a good time to celebrate some of the important anniversaries which are occurring this year. As you know the Mount Washington Cog Railway is celebrating its 125th anniversary this year. We have planned a significant event for June 19, 1994 to commemorate the occasion. It will be an all day affair. We would like to request your presence at these festivities. The following represents a tentative schedule for the day.

10:00 A.M. Dedication Ceremony at Base Station; Speeches by Invited Guests
11:00 A.M. Trains will depart for Summit; Tours of Work Shops, Museum and New Building will Begin
12:00 P.M. Luncheon for Invited Guests
1:00 P.M. - 5:00 P.M. Continued Tours of Facilities, Discussions With Staff, Video Displays, Golf at the Hotel, etc.

6:00 P.M. Cocktail Party at the Mount Washington Hotel for Guests and Senior Staff
7:00 P.M. Dinner at the Mount Washington Hotel, Speeches by Invited Guests; 125th Celebration
9:00 P.M. Dancing in the Grand Ballroom - Semi Formal or Period Clothing (1870's), Fire Works, etc.

I hope you will be able to find time in your busy schedule to attend part of this event. It would be particularly helpful if you could attend either the Morning or Dinner Festivities.

If you would like to stay at the resort that evening you are more than welcome.

I hope all is well with you, Heather and Ian.

Please let me know when we can get together to discuss this matter. I can be reached at home the number is 838-6106.

Very truly yours,

Wayne W. Presby

Wayne W. Presby, II, Esq.

**Cushing & Sons Letter to Wayne Presby**
**RE: Water Delivery System**
**April 4, 1994**

Dear Wayne:

To follow, is a basic breakdown of the estimated cost to complete the water delivery system at the new Cog Railway Museum facility. As we have previously discussed, the scope of work is to include:

1. Cushing & Sons to install the pump and all necessary materials from the well to the building.
2. Cushing & Sons will be responsible for pressure tanks, and standard interior plumbing installation.
3. Cushing & Sons will work in conjunction with your electrical contractor to make the proper connections at our disconnect box.

The Railway Association will be responsible for all excavation costs, as well as back filling and finish grade work.

The system we are proposing is based on the utilization of a Goulds 1 1/2 H.P., 230 volt pump , and a dual pressure tank system consisting of two (2) Well X Trol WX-350 tanks. We believe this system design will meet your facility demands.

ESTIMATED COST:

| | |
|---|---|
| Materials | $ 4134.90 |
| Labor | $ 780.00 |
| Standard , initial State approved water test | N/C |
| | $ 4914.90 |

*NOTE: Although the system we have proposed, is the proper system for your intended use, we have several suggestions for upgrading both its' immediate and future potentials for the maximum utilization of your water source, and would be happy to discuss these with you.

Thank you for using Cushing & Sons to acquire your water source, and we hope to be able to complete the proposed system, in order to provide and warranty your total water supply system.

Respectfully, *James E. Carr*, Project manager

**Wayne Presby Letter to Jeffrey Gill - NH DES**
**RE: New Marshfield Base Station Well**
**April 13, 1994**

Dear Mr. Gill:

Last week I spoke at some length with Don Greenwood from your office regarding a well we drilled for a new building. Mr. Greenwood indicated that I should send you this letter outlining the uses of the well and present a plan showing its location in relation to the building and the septic. I have enclosed a plan for your review. The cabins noted on the plan, which have not been removed are used for storage of non hazardous materials.

The building the well is to serve contains a restaurant, a museum, a gift shop, administrative offices and restrooms for the public. We generally serve only breakfast or lunch in the restaurant. All of our drinks come prepackaged and are not mixed on premises. We have approximately 65 employees during the high point of the summer. Of these, approximately 20 live on site during the summer, and they are served meals at our restaurant in their own dining facility. On our busiest days we may have approximately 1250 people visit the building.

I have engaged the well contractor, Cushing & Sons to complete the water system. Mr. Greenwood indicated that the well is classified as a non community transient well and would require a safe drinking water standards test. Cushing will complete this test and the results will be forwarded to you and the Department of Health. If you have any questions please call me.

Very truly yours, *Wayne W. Presby*

**Wayne Presby Letter to Stan Borkowski - Coös County Building Inspector**
**RE: New Marshfield Base Station**
**April 13, 1994**

Dear Mr. Borkowski:

Enclosed please find an application for Certificate of Occupancy for the above referenced building. The building will be substantially completed as of May 7, 1994, although the final utility hookups and grading may not be complete due to the deep frost and late spring this year.

I am filing the application at this time to request a partial or temporary occupancy permit to allow the company to use the new building on weekends beginning May 7, 1994. We would like a full occupancy permit by May 21. 1994. I believe all remaining excavation and site work will be complete at that time.

On May 7, 1994, I would like permission to use the bathrooms, the lower floor of the building. the offices on the third floor and the gift shop. I do not believe all of the work on the kitchen will be completed or approved by that time. In the past during the early weeks of operation we seldom ran our kitchen so I do not feel it will be necessary. I would like to be able to serve coffee and donuts in the lower level.

If you desire any further information regarding this request please contact me.

Very truly yours, *Wayne W. Presby*

**NH Fire Marshall's Office Letter to Wayne Presby**
**RE: New Marshfield Base Station - Location of Detectors**
**April 19, 1994**

Dear Mr. Presby:

I have reviewed the drawings which outline your plan for detector coverage in the above-referenced building. In my opinion, heat detectors respond to an incident in the building shower than smoke detectors and your alerting time in longer. As smoke detectors work quicker in alerting the occupants of a smoke or fire condition, I have changed the heat detectors located in the:

(1) Gift shop;
(2) Dining area;
(3) Top of stairs to lower level;
(4) Balcony area;
(5) Open areas - lower level;
(6) Museum.

The detectors that were changed are marked by an "S".

By doing this change over, your over all coverage will be greater and a lot quicken if a fire situation should occurs. I am send back your drawings sharing the change over. If you have any questions, feel free to all me.

Sincerely, *Allen W. Britton* - Deputy Fire Marshall

**MWH Preservation, Ltd. &**
**Mount Washington Railway Company**
**Meeting Agenda**
**May 24, 1994**

Willis Corroon Attendees - William Warrick - Vice President
Claire Bolduc - S r. Account Rep.
Robert Griffin - S r. Loss Control Rep.
Gil Priestley - Claims Manager
Mary Ellen Riley - Claims Rep.

Lumbermen Underwriting Alliance Attendees - Scott Sinclair & Tim McGough

***Agenda Topics:***

***MWH Preservation, Ltd.***

Status of property market, renewal information - Scott Sinclair & Tim McGough

Overview of summer loss control ideas - Bob Griffin

## Documents - 1994

Review of open claims and special items - Gil Priestley & Mary Ellen Riley

Review insurance schedule - Wick Warrick & Claire Bolduc

Review exposures for the summer season

- Horses (Need copy of renewal policy)
- Concessionaires
- New Activities
- Drivers list
- Changes in values given improvements

***Mount Washington Railway Company***

Review insurance schedule - Wick Warrick & Claire Bolduc

- Workers Compensation
- Property values/blanket coverage
- Boiler & Machinery inspection 5/20/94

Renewal applications 94/95

- Copies of 93/94

**Program Notes For**
**125th Cog Anniversary Celebration**
**August 3-4, 1994**

JP Photo

Mentioning will see others at Hotel at 6:00 P.M. What if want dinner how do we handle - what if people show up with gold passes

Ribbon cutting ceremony smoother transition

***COG RAILWAY CELEBRATION - JUNE 19, 1994***

| | |
|---|---|
| 9:00 A.M. | Arrive on Site to Check on all final details |
| 10:00 A.M. | Wayne Presby begins Dedication Ceremony |

***MORNING INTRODUCTION***

Good Morning Everyone, My name is Wayne Presby and I am one of the owners of the Cog Railway.

I would personally like to thank everyone of you for taking time on this lovely Father's Day to attend this momentous occasion. It gives me great pleasure to have been asked to act as your host during the commemoration of the 125th anniversary of the Cog Railway and the dedication of our new Marshfield Station.

I would like to recognize some of the friends and supporters of the Cog Railway present here today. But before I recognize these individuals I would like all of you to know that I will ask you to take note of these individuals present here today, because they have a lot in common with the inventor and builder of the Railway, Sylvester Marsh.

The Cog Railway is a legacy and a tribute to Sylvester Marsh and to the rugged individualism and perseverance of the men and woman from New Hampshire. There are a lot of unique things about New Hampshire, which make it very special. That's probably why we continue to receive recognition as one of the finest places in the country to live in survey after survey. It is this uniqueness which fostered the growth of people like Sylvester Marsh, people of vision, dedication, and perseverance. People like all of you. Life in New Hampshire seems to promote the growth of individuals who are not afraid to take chances, to try a different path, no matter how much adversity they may face. Sylvester Marsh was such a man, and when faced with this challenge, he

created a thriving undying legacy. Despite adversity and criticism, he surmounted all odds and created a legend. For now more than ever, the Cog Railway is a tribute to the character of New Hampshire people.

The Cog Railway was a scientifically advanced achievement in July of 1869. It rivaled the landing on the moon almost 100 years later. In 1869 its main attraction was its incredible engineering. But it has surpassed the scientific novelty, interest has not faded in it because it is no longer an engineering marvel, for now it is a thriving artifact of history. And we at the Cog Railway, owners, employees and investors are dedicated to continuing the restoration and rebuilding of this historic property. We do not want to see this historic artifact and the history which surrounds it lost to the annals of time. And although we can never claim the fame due Sylvester Marsh for his achievement, we can preserve his legacy so that others may come and see and gaze upon his wonder and think of the strength and the will of the men and women from New Hampshire which made this vision possible.

Today we are surrounded by men and women with that same strength, will, perseverance, and ingenuity, all of whom have contributed in keeping Marsh's legacy alive, people like (and please hold your applause till the end)

United States Congressman Dick Swett
New Hampshire Governor Meldrim Thompson
Councilor Raymond Burton
Speaker of the NH House of Representatives Harold Burns
State Senator Carol Lamourand
State Senator Kenneth MacDonald
State Representative Larry Emerton
Administrator of Coös County, Fred King
Esteemed Members of the Mount Washington Commission, Jack Middleton and Paul Doherty
Peter Crane and Guy Gosselin of the Mount Washington Observatory
Tom Walker & Walter King of the NH Department of Transportation
Mr. & Mrs. Bryan from the B&M Historical Society
Mrs. Ellen Teague - past owner of the Cog Railway
Mike Pelchat of New Hampshire Parks and Recreation
Mildred Beech of the NH Travel Council
Some of the family members of Sylvester Marsh and Walter Aiken
I would like to extend special thanks to:
Mike Kirk of 1st NH Bank for meeting the financial needs of the railway
Bernard Lemieux, his construction foreman Mike Robinson and his entire crew for completing our new Marshfield Station during one of the severest winters on record

The Presby Family for their continued financial and moral support
All of the current and past General Managers, Bobby Trask, Bob Clement, George Trask, Brad Williamson, John Rolli, and Ed Clark to name a few.

All of these people have played a significant role in helping us to preserve this marvel of engineering, to them we owe a debt of gratitude

I would now like to introduce our very distinguished guest, Mr. Donald Bray the author of *They Said It Couldn't Be Done*. Donald Bray, a past employee, refurbisher of Coaches 2, 5, & 1 - Professor of Aeronautical Technology at Wentworth Institute.

-0-

Thank you Donald. I would now like to introduce our revered U. S. Congressman Dick Swett.

-0-

Thank you Congressman Swett. I would now like to introduce State Senator Carol Lamorand

-0-

Thank you Senator Lamourand. I would now like to introduce my business partner of 11 years, Mr. Joel Bedor.

-0-

Before we get on with the dedication Ceremony I would like everyone to note that Lunch will be served till 2:30 P.M. so you don't have to hurry. And if you are taking the 11:00 train to the summit you can still get lunch when you return. Also tours of the museum and the machine shops will start as soon as the ceremony is over and will continue until 3:00 P.M. A Mt. Washington Hotel Van will be departing every few minutes from the ticket booth to the Machine shop. We encourage those not in a hurry for lunch to take advantage of those tours now. Company employees are standing by in the Museum and the Machine Shop to answer any questions you may have about the operation or its history

U.S. Congressman Dick Swett and Joel Bedor are now going to dedicate the new building. Any of you which wish to witness the cutting of the ribbon may proceed to the entrance to the lower level.

6:00 P.M. Cocktail Party at the Hotel - Badges/Name Tags & pens - See Natalie
7:00 P.M. Sun Dining Room Joel will be MC
Ray Burton
Wayne King
Richard Joslin - Sylvester Marsh's grandson
Wayne Presby - the future of the Cog
Joel Will Summarize
Fireworks and Dancing in Stickney's
Lights on Building

***Presby - Future of the Cog***
***EVENING ADDRESS***

I think of the Cog Railway today as a historical relic. A working museum of steam, toothed gears and rack rails. But in the beginning it was far from a relic, it began as a technological innovation, as astounding in its own way, as micro chips are today.

It becomes increasingly difficult in 1994 to continue the growth of the Cog Railway operation without embracing some modern technology in the process. The important thing is to somehow embrace innovations which enhance the overall operation without losing or jeopardizing the historical value of the basic operation. Joel Bedor and I are firmly dedicated to that goal.

We have been aided in that quest by a number of individuals. Although the original technological innovations were the products of people like Sylvester Marsh and Walter Aiken, the cog has continued to attract innovators. Some of these people aren't really inventors they are mechanical archaeologists and craftsman.

One of the most commonly used innovations of recent vintage, and one I personally enjoy because I have used it often to go skiing at the summit in the early spring is what we call the Speeder. This little gem was designed and built by Ed Clark a former general manager of the Cog. For those of you who have not seen it, I can only describe it as a go-cart for the tracks. It is a small high speed unit powered currently by a large snowmobile engine. It utilizes a hydraulic breaking system. It is capable of carrying six men and equipment. Ed Clark also designed and built a diesel locomotive which made several test runs on the mountain but unfortunately never made it into final service.

Many innovators like Ed Clark are working at the railway today. Mike Kenly, Peter Steady and Rob Mcclay to name a few.

More recently our shop crew converted a locomotive to oil to test the feasibility of firing the engines with oil as opposed to coal. We made several trips up the mountain and actually made it to the summit on one occasion. Unfortunately due to the design of our boilers we have determined that firing with oil is really not feasible.

As I mentioned earlier many of the improvements we have made over the last few years cannot be described as innovations, many of them are the result of mechanical archeology. By delving into old records or exploring old part bins we have found materials from previous devices which at one time were commonly used at the Cog.

For instance, we try our best to make our passengers comfortable on their trips up the mountain. There is a device known as a ratchet pawl which bounces upon the ratchet gear on the way up the mountain. This bouncing can be quite noisy in the coaches. One coach contained remnants of a device which lifted the pawl and ended the noise. In searching through our shops we discovered hundreds of parts to these devices. We then discovered that at some point they had been on all the coaches. We sent some people down to the B & M Museum and they were able to find copies of the original plans. We have now begun installing these on all of the coaches again.

In the past 8 years we think we have accomplished quite a bit at the Cog. We know we still have a long way to go. Since 1986, we have completely rebuilt locomotives 2, 3, 6, 4, and 9 from the ground up. The number 10 has been rebuilt with the exception of its boiler. In 1987 we built a five mile power line extension to the Base and established a year round work shop on the grounds by winterizing our shop. We have built 4 new coaches and completely rehabbed many others. Three of the new coaches were made larger to hold additional passengers. This year we completed a new building, built museum exhibits, rebuilt parts of three coaches and put a new frame and running gear on the number 2 engine.

In the future we have further plans. This winter we will attempt to build another new locomotive. We are going to build an additional 56 passenger coach and we will add to the exhibits in the museum.

We are also exploring the construction of passing tracks in various sections of the track. To complete this we will probably incorporate a newly designed switching mechanism .

We are also dedicated to rebuilding further portions of the Base. We will begin with the coal bunker area and then move to the shop where we intend to rebuild our transfer and build a brand new shop building. The old one may be restored to its original condition and added as an additional museum area.

If I can live to be as old as my grandfather at 86 this year I think all of this work will be completed. And then I can rest assured that the Cog will be fit to continue its journey through history for another 125 years.



**Skyline Switch Derailment & Crankshaft Bearing**
**August 3-4, 1994**

***Trask Letter to Tom Walker:*** "Dear Tom: On ***August 3, 1994,*** the #4 Engine, while coming off skyline Switch, derailed and tore up four side pieces. Dave Moody arrived within seconds because he was working the area and got the Engine and Coach off the bad side pieces. The #9 Engine was still at the summit, at this point, and we sent up an empty train up to Skyline to get the passengers off from the #9 Engine. The passengers had to walk a distance from the switch to the bunker. Dave and his crew started to work on the problem and within three hours we had the tracks back in order. Engine #4 Crew: Engineer - C. Lemieux; Fireman - M. Thompson; Brakeman - T. Noonan - Time left base: 9:59 A.M. Time arrived: 1:44 P.M. Engine #9 Crew: Engineer - S. Couture; Fireman - J. Mahnker; Brakeman - K. Staines - Time left base: 11:08 A.M. Time arrived: 3:01 P.M. On August 4, 1994, the #4 Engine blew out a bearing on the crank shaft. We sent up an empty coach to pick up their passengers at Waumbek. Time left base: 10:58 A.M. Time arrived 3:29 P.M. Engine #4 crew: Engineer - J. Plummer; Fireman - M. Thompson; Brakeman - T. Noonan. If you have any questions, please do not hesitate to call. Sincerely, - signed: *Bobby Trask* - Aug 8, 1994



**Mt. Washington Railway Co.**
**Board of Directors Meeting Minutes**
**October 21, 1994**

A meeting of the board of directors of the Mount Washington Rail ay Company was held on October 21, 1994 at l:00 in the office of Robert Trask at the Marshfield Base Station.

There was present at the meeting, Wayne Presby, Joel Bedor and Robert Trask

Joel Bedor made a motion that the following officers be appointed by the Board of Directors.

Joel Bedor - Chairman of the Board
Wayne Presby - President
Joel Bedor - Treasurer
Wayne Presby - Secretary

The motion was seconded by Robert Trask. It was unanimously VOTED: To appoint Joel Bedor as Chairman of the Board, Wayne Presby as the President, Joel Bedor as the Treasurer and Wayne Presby as the Secretary of the Mount Washington Railway Company.

Joel Bedor asked Wayne Presby to conduct the rest of the meeting.

Wayne Presby asked Robert Trask what his staffing requirements would be for the rest of the season. He indicated that he intended to keep on two engine crews through the 30th of October. He would run a schedule of 11:00 and 2:00 beginning on Monday the 24th.

Wayne Presby made a motion that the board of directors meet each month on the third Friday of every month at 2:00 P.M. at the Base Station. The motion was seconded by Joel Bedor and was unanimously. VOTED: That the board of directors meet once per month on the third Friday of each month at 2:00 P.M. at the Base Station.

Wayne Presby indicated that the meetings would be general in scope.

At the meetings the minutes of the previous meeting would be presented for approval. ,Joel Bedor should be prepared to present financial reports and Robert Trask should be prepared to present an operational report.

Joel Bedor indicated that Robert Trask would be asked from time to time to vote on issues and act as a tie breaker if the Bedors and Presbys were divided on an issue.

Wayne Presby discussed the management responsibilities and the chain of command. Robert Trask should seek to get direction from Wayne Presby. Wayne Presby as the President of the Company would get his direction from the board of directors.

In a crisis if Robert Trask is unable to reach Wayne Presby he should try to get Joel Bedor. A crisis should be strictly construed.

Wayne Presby led a discussion regarding the winter work force. Wayne Presby indicated payroll needed to be cut to the winter of 1993 levels. This would require two people to be cut from the budget.

Joel Bedor inquired as to who would be living on the base this winter. Robert Trask indicated Rob McClay would be living there until he left for his two month hiatus and again when he returned. Mark Coulter would be living on base unless he was laid off.

Robert Trask was asked if he planned to take any time off. He indicated he was thinking about some plans. Wayne Presby said he and Joel would like Robert to take some time off. Wayne Presby asked Robert Trask if he could arrange for someone to take his place maintaining the roads if he went on vacation. He said he could but that the plowing would take time from other projects and should only be done by one person.

Robert Trask inquired as to whether or not the payroll had to be cut to $6700 per week and whether that included raises and whether he was free to work it out in any other manner. Joel and Wayne indicated they would get back to him about that issue.

There being no further business to come before the meeting upon motion duly made and seconded it was VOTED: To adjourn

A true record attest: *Wayne W. Presby,* Secretary

**Mt. Washington Railway Co.**
**Stockholders Meeting**
**October 21, 1994**

A meeting of the stockholders of the Mount Washington Railway Company was held on October 21, 1994 in the New Marshfield Base Station in the office of the General Manager, Robert Trask.

Present at the meeting were Joel Bedor, Wayne Presby, and Robert Trask.

Joel Bedor and Wayne Presby are the holders of approximately 91% of the outstanding common stock of the company.

Wayne Presby, as chairman of the board, called the meeting to order. The first and only order of business was the election of a new board of directors.

Joel Bedor presented a slate of directors. He proposed a slate comprised of Wayne Presby, Joel Bedor, Robert Trask, Susan Presby and Cathy Bedor.

Wayne Presby seconded the proposal.

Upon a motion duly made and seconded it was unanimously VOTED: To elect Wayne Presby, Joel Bedor, Robert Trask, Susan Presby and Cathy Bedor as the board of directors of the Mount Washington Railway Company.

There being no further business to come before the meeting upon motion duly made and seconded it was unanimously

VOTED: To adjourn.

A true record attest: *Wayne W. Presby*, Secretary

**Mt. Washington Railway Co.**
**Board of Directors Meeting Minutes**
**December 16, 1994**

A meeting of the board of directors of the Mount Washington Railway Company was held on December 16, 1994 at 2:00 in the office of Robert Trask at the Marshfield Base Station.

There was present at the meeting, Wayne Presby, Joel Bedor, Susan Presby, Cathy Bedor and Robert Trask.

Wayne Presby handed out the minutes of the previous meeting for the board's review. Upon a motion made by Joel Bedor and seconded by Susan Presby it was unanimously VOTED: To accept the minutes as presented.

Cathy Bedor submitted her resignation as a member of the board of directors. Joel Bedor requested that Wayne Presby review the by-laws of the corporation and determine what was necessary to replace a director or reduce the number of directors from 5 to 3.

## Documents - 1994

Wayne Presby asked Bob Trask to hand out his operational report. The directors reviewed the report *(which follows here)*.

*MANAGERS REPORT*

The 1994 Season was an unusual one with the completion of the new building, the 125th Celebration and the unexpected great fall season we had. Below are comparisons to the 1993 Season.

Sales

| | |
|---|---|
| Kitchen | +1% |
| Gift Shop | -.5% |
| Ridership | -4% |

Payroll by Department

| | |
|---|---|
| Kitchen | -4.5% |
| Grounds | -45% |
| Shop | -1% |
| Gift Shop | -11% |
| Trains | +10% |
| Ticket Office | +23% |
| Cleaning | |
| Museum | |
| Tracks | +5% |
| TOTAL | +7% |

| | |
|---|---|
| Tours | 0% |
| Ridership | -4% |
| Revenue | +6% |

With the figures in, some could say it was a good season. But, from what I have observed, there needs to be alot of improvements in all departments. I feel that with better skilled personnel in some key positions, we should be able to improve, not only the Payroll, but the relationship between the employees and customers - which should be stressed to the workers quite frequently.

One thing that should be addressed and implemented soon is to find a way to offer all key personnel a year round position between the ski area, Hotel and railway, as I have stressed in the past, to keep the railway as a competitive attraction. We need to keep our personnel intact somehow. I believe we will probably lose up to six to seven people this coming season, mostly veteran Engineers which are hard to replace. I have used most of my resources to keep these people around but at some point we are going to be in a bind, like back in the late 80's. Well, enough on this matter.

The following pages will explain what we have been working on the past two months with Wayne.

Sincerely, *Bobby Trask* - General Manager

OBJECTIVE ONE

Telephone techniques to increase ridership on the 8:00 A.M., 9:00 A.M., 3:00 P.M. and 4:00 P.M. trains.

Wayne, Pat and myself have been thinking of ideas to improve our ridership on the early morning and late afternoon trains. Wayne has suggested that the phone people give the customer strong suggestions to come ride our more difficult trains to fill. Below are some of the ideas we have come up with:

- Only take reservations up to one train per hour during the day (except for the 11:00 A.M. and 2:00 P.M. trains)

- Offer discounts
    1. Train tickets
    2. Hotel
    3. Gift Shop
    4. Lunch or breakfast

5. Offer discounts to local attractions in the WMA Association

- Using 1988 ticket prices
- Easier parking
- No lines to bother with
- Summit not crowded
- Returning earlier in the day
- Improvement of training of phone personnel
- Checklist of what to say
- Having a phone service at night to answer questions instead of getting no answer.

By using some or all of these ideas, I believe we can improve our ridership in early morning or late day trips and also improve customer service. No matter what program we decide on doing, we need to keep the customer as happy as possible. If one person leaves the Cog Railway with a bad experience, he or she will make sure they tell many others about it. This also is true of a good experience.

OBJECTIVE TWO

*Improving Mountain Breakdowns.*

Wayne, Dave Moody, Rob Maclay, Mike Kenly and myself have for the past few weeks gone over the Breakdown reports of the last few years and came up with a list of problems that causes delays on the mountain. Wayne has put these categories on his computer and now we are working on ways to solve these problems the best we can.

*Forward Steam Lines*

- Replace all lines and document each Engine to determine how long a life span these lines actually have.

- On the #3 Engine, we will use a quick disconnect device to speed up the process of changing any line that bursts.

- On the #6 Engine, we will use unions at both ends for a quick changeover. We are trying these two ideas because the old way just takes too long to change over.

- Mike is looking into companies for better quality hoses.

INJECTORS

Mike and myself are looking into different companies to see if they have any ideas on where to find Hancock injectors.

- We have 11 single injectors and 3 dual injectors.

- Need 14 single injectors.

The above two problems have been the number one cause of delays on the mountain in the past six years. If we can reduce these problems by 25%to 50%each year, we will see an increase of ridership.

OBJECTIVE THREE

Organizing the Engine Shop.

Mike, Wayne and myself have been talking about organizing the Engine Shop and once the shop has been organized, life would be so much easier for the employees to find proper tools and parts. We are also trying to improve the cost of each trip.

- Serving Work Orders on projects
- Putting everything in its proper place
- Labeling all bins for easier access
- Making four sets of arch brick for each Engine
- Designing new and improve BreakdownReports to be done daily by the Trainmaster and Engine Shop Foreman.
- Providing detail reports for employees to go by (repairing engines)

By having these work reports you, as well as the employee, would be able to see the progress on each piece of equipment. Mike should be able to hopefully fix a problem before it becomes a breakdown.

In summary, these meetings between the owners, General Manager and employees are working out very well at this time, in my opinion. In any successful business I believe you need input from all levels to be competitive with other attractions. The hub of the operation, the employee, would feel left out if he or she could not be heard; which can cause a severe blow to the attitude of the employee. In the business that we are in, it is very important to have the right people happy as the customer meets them first. As the saying goes, first impression goes a long way.

PROGRESS (Forward movement in developing a better state)

As employees, change is something hard to accept if you have been working at a certain business for a while and until they actually can see that it works - change takes time, please be patient.

One additional comment- I really think we should contemplate something for people to do while having to wait for their train.

*Minutes resume*: Joel Bedor inquired as to how many other employees Bob felt would have liked to have had full time jobs. Bob felt 15 employees would have liked full time work. There was a suggestion that we explore working a cross employment deal with another ski area.

Joel inquired as to how Bob Trask arrived at the percentage calculations in his report.

There was a discussion regarding the report on operations.

Joel Bedor indicated he would like a real sales orientated person to run the gift shop and that he would like to see the staff in the gift shop increased.

Cathy Bedor suggested calling the other attractions for gift shop manager referrals.

There was a discussion regarding the improvements to be made to the reservation system. Cathy Bedor indicated she had the names of companies which would conduct a training session. There was a discussion regarding the use of charts to demonstrate goals and achievements. There was a suggestion that the reservationists be called by another title.

There was a discussion regarding bonuses for the summer crew. There was a suggestion that the bonuses be tied to ridership, duration of employment and wages.

Joel Bedor was asked to give the financial report. He indicated that the November Statement was not completed. But that it should be completed on Monday.

There was no further discussion and upon a motion duly made and seconded it was unanimously VOTED: To adjourn. A true record attest: *Wayne W. Presby*

## ≺1995≻

### Revised Cog Railway
### Track & Trestle Standards
### January 3, 1995

This preamble to the track standards emphasizes that the rules prescribed herein are minimum requirement for safety and the railroad is both encouraged and expected to maintain higher standards. At the same time this section reminds us that the standards, at this time, only address conditions that exist alone and combinations of track conditions, while individually not in violation of any standard, could, nonetheless, present a hazard to the safe movement of trains. Experience has shown that such an event could occur only rarely, but if an inspector should encounter such a condition, he/she should immediately bring the condition to the attention of the accompanying railroad official, explain the hazard of such a condition and encourage its rapid removal. Where the inspector is unable, using his professional experience, to convince the railroad to initiate some action, he should apply to the Bureau of Railroads and Public Transportation, Railroad Inspector/Investigator and ask for assistance. It is not likely, however, to find railroad resistance to the removal of recognized safety hazards.

***Cog Rack:***

A. There shall be at least 3 ¾ inches between up-mountain spool faces.

B. There shall be no more than 5 inches between up-mountain spool, faces.

C. The rack shall be bolted on alternating ties or at least every 36 inches.

D. Rack joints shall not .be mismatched more than 3/8 inch.

E. Center line of a spool shall be no more than ¾ inch above or below the top of the rails.

F. A spool shall not be worn more than 40% of its diameter.

G. There shall not be more than 4 spools in a row turning in a rack.

H. Cracks in race of more than ¾ inch shall not be allowed.

***Rails:***

A. The gage shall be no less than 25 inches and no more than 24 inches, measured from the inside of the rack to the gage side of the rail.

B. There shall not be more than a 2 inch space between any two (2) adjoining rails.

C. Any rail with a piece broken out of the head shall be repaired immediately.

***Rail joint bars:***

A. All rails will be connected with joint bars of suitable size and fit.

B. Bars will not be center cracked or broken, (between the two inner most bolts).

C. There shall be at least one (1) bolt per rail at each joint.

D. The bolts shall be tight to support and hold in line the rail ends.

***Alignment***

A. Alignment may not deviate from uniformity more than 5 inches in 24 feet.

***Track surface:***

A. The track must not have a deviation in profile in either rail or the rack, in any 24 feet of more than 2 inches.

B. There must not be more than 2 ½ inches of elevation at any point.

***Rail fasteners:***

A. The rail must be spiked, bolted, or lagged at least every three (3) feet on the gage and field sides.

B. Any spike, bolt, or lag that is loose or defective will be considered missing.

***Switch parts:***

A .Switch parts must be replaced or repaired if they are unusually chipped or worn.

B. All switch parts must be in good working order.

C. All parts must not mismatch more than ¾ inch when in the work position.

***Timber condition:***

A. Timber must not be split or horizontally crushed more than 20%, or hollow.

B. All bents over 72 inches high will have lateral braces.

C. All bents over 72 inches high will have longitudinal braces on each side and in each direction where practical.

D. All bents over 36 inches high will have batter posts.

E. There shall be at least 3 non-defective attached ties per 12 foot rack.

***Cross ties*** (on the ground):

A. There shall be at least 3 non-defective ties every 12 feet of track.

***Steel Bents*** (Horses):

A. Steel bents shall be of a design approved by the Department of Transportation, and of at least equal strength of a new wood bent using construction standards in use at the Cog in 1989.

B. All joints shall be fully bolted or welded.

C. All bolts shall be of an approved hardness, and size as those approved in A

D. All bolts shall be kept tight.

E. Cracks in any part of the bent shall not be allowed.

F. In areas where steel bents are installed adjacent to wood bents and longitudinal bracing is required, bracing shall be and fastened to adjacent wood bent.

***Repair priorities:***

A. ***Priority code:***

1. Repair before the next train.
2. Repair before the next day.
3. Repair within 10 days.
4. Repair at your earliest convenience.

B. Repairs not completed in accordance to priorities 1, 2 or 3 will be considered willful neglect and subject to a cease of operations until repairs are completed.

C. Wherever any action in "8" occurs, an inspection will be required by the Department of Transportation prior to resuming operations.

***Track Inspection:***

A. ***Track Inspector*** - qualified designated individual.

1. The General Manager shall specify in writing designated track inspectors and the basis for their qualifications:

a. Before each season of operation.

b. Newly qualified inspectors can be added to the list at any time.

2. The railroad shall have an inspection form of some design for the track inspector to use.

a. All deviations from these standards shall be noted on the form.

b. All other defects found shall be noted on this form.

c. All forms shall be dated and signed by the inspector doing the inspection.

B. ***Frequency and Manner of Inspection:***

1. All track and switches shall be inspected once a week.

a. The weekly inspection may be made by riding on railroad cars at a speed that allows the inspector to visually inspect the tracks structure for deviations from these standards and all other defects as he/she may wish to report.

b. All switches shall be walked weekly and defects noted on the inspection form.

2. A monthly walking inspection shall be required with at least 20 days between inspections.

a. This inspection shall be made before the operating season begins.

b. This monthly inspection shall consist of all components of the track and trestle, listing the defects on the inspection form.

c. Track sections may be inspected separately and on different days.

C. ***The inspection form shall consist of:***

1. Date of the inspection.
2. The section inspected.
3. The location of the defect.
4. The nature of the defect.
5. The priority of repair.
6. The signature of the inspector.

initialed "T.W." *(Tom Walker - NH DOT)*

**Mt. Washington Railway Co.**
**Board of Directors Meeting Minutes**
**January 20, 1995**

A meeting of the board of directors of Mount Washington Railway Company was held on January 20, 1995 at 2:00 P.M. at the Marshfield Base Station. Wayne Presby, Joel Bedor and Robert Trask were present at the meeting.

Wayne Presby called the meeting to order. Mr. Presby passed out copies of the minutes from the meeting of December 16, 1995 for the board's review.

Upon a motion duly made and seconded it was unanimously VOTED: To approve the minutes as presented.

Wayne Presby asked Robert Trask to give his operational report. This was presented in written form which the directors reviewed (*and is reproduced here)*.

MANAGER'S REPORT

Below are the major projects that are, or will be, finished in the Shops this winter.

*Engine Shop*

Re-tube and install about 140 stay bolts
Adding new 10 ft. section to frame
Installing, improve forward steam lines
Installing generators and electric wire
Checking all cylinders for worn rings
New tender
28 sets of arch brick
New roof for #2 and #3 Engines
Locating parts for Hancock injectors

*Coach Shop*

Front platforms on #11 and #12
Automatic ratchets for all coaches
Repair #4 coach frame
New windows #11 and #12
Redoing paneling (insides of #11 and #12)
Buffing and waxing #11 and #12

## Documents - 1995

These are the only major projects for the 1995 winter season. We are also doing many smaller ones that could become larger if not worked on now.

*Weekly Meetings*

*Pat, Wayne, myself:* In our weekly meetings since December16, 1994, we have been discussing a new reservation policy for this coming summer season. To increase ridership on the earlier and later trains, we plan on setting up a program that will force the phone people to really stress to the customers to take either the 8:00 A.M., 9:00 A.M. 3:00 P.M. or 4:00 P.M. trains and keep open the middle of the day hours for walk-on service. Hopefully, this plan would open up the busy hours so that we do not have customers waiting too long for their train ride. My belief, now do not get mad Wayne, is that we could, on many days, be sending trains up with half empty coaches but with this new policy in tact, this might not be the case. In any instance, I will need to know from you what is the minimum number of people that you will send a train with.

We have also talked about tools to be used for phone people to get the passengers here for the 8:00 A.M. and 4:00 P.M. trains. At this point, we have not received all the information on this endeavor but should by next month's meeting - stay tuned!

Pat and I will be working on a manual to be handed out for the phone and ticket personnel before they arrive here this season. This manual should have all of their duties and responsibilities of their respectible[sp] jobs and to answer any questions that should arise from the public.

In the meetings with Mike, Dave and Wayne we have been discussing ways to help stop the on-going problems of the forward steam lines. In a survey we did earlier, the most common delay was forward steam lines by an overwhelming number. This year, before the trains go out, the shop crew will install new lines with unions or couplings on either end so that if a line that does burst, could be replaced on the mountain within 3-5 minutes instead of the usual 10-15 minutes. Also each engine will be carrying two spare lines.

Another item which we have been discussing and researching is the ever popular injectors. I have contacted around twenty steam rail lines in Canada to find out, like the rest of the companies I havw contacted before, if they have any whereabouts of the Hancock injectors or the blueprints of these. Wayne. in the meantime has contacted a friend of his and has found the company that purchased the Hancock Company in the 1950's or early 1960's. Their patent lawyers are looking into finding any blueprints of these injectors in their files. Last week I wrote a letter to Ian Robinson in England to see if he could help us out by sending me names and addresses of the many different steam lines in England, Wales, Scotland and Ireland.

I have also written letters to twenty different steam railroads in Canada to see if we could display our brochures at their attractions and in return we would do likewise.

In summary, I believe we have made major strides in sitting down and discussing ways to improve our railway and make it a place where the customer can come and enjoy themselves.

In the following pages I will be discussing areas that need to be improved or ideas the employees have suggested to me over the previous year that should be addressed.

The heating systems in both shops are inadequate due to age and expense.

| ***1988*** | ***1989*** | ***1990*** | ***1991*** | ***1992*** | ***1993*** | ***1994*** | |
|---|---|---|---|---|---|---|---|
| $2629.84 | 8968.11 | 13508.56 | 11223.56 | 15159.69 | 14721.79 | 14518.28 | Electric Cost |

Living quarters on Base are run down to the point where it is becoming a safety hazard.

At some point in the very near future, we have to think about the coal storage area. For each load of coal dumped, I bet we lose at least two tons because of the scooping up with the Trojan. Also, the bunker itself should be reenforced because on windy days you can feel the bunker move.

If we plan to keep the idea of the Stock Room and inventory, we should really think about an addition. As of now, we have supplies in numerous places which would be hard to keep a good inventory. I believe to make the program work right, we would have to stock everything in one area with only one person in charge.

As we are increasing our ridership, I believe we have out-grown the modest amount of personnel we have on hand. At this time, the railway cannot get by with only Rob and myself keeping the trains running on a daily basis along with the small shop crew. I propose to hire a person to help Rob each morning and his duties would be running back and forth from the Shop getting parts and supplies for the engine crews. This would also keep the crews away from the Shop area where sometimes more talking gets done instead of work.

We should start getting plans on putting the track on the ground and I am sure there are a few companies that would accept the challenge. Replacing ballast and ties is alot easier than trestle work and a lot cheaper I'm sure.

With the new building up and going well, we should express a desire to open the doors next winter for hikers and snowmobilers. If there is a desire we should start advertising this summer as well as using our brochures. The building would be a great tool for meetings of Snowmobile Clubs. *(handwritten note: Rent)*

The transfer needs to be addressed now. We cannot keep tinker-toying it together. This would include the rails as well. *(note: Fall 95)*

The old Marshfield building is still nice to look at but it serves no other purpose except living quarters for chipmunks and bats. One idea is to use it as a Hikers Shelter and maybe the AMC could help us out with this. *(note: Fall 95)*

As a top attraction, we should really try to clean up the wood along the side of the tracks. The sight of the wood puts a damper on our ever improving reputation.

Uniforms should be a number one priority - each person receiving at least three shirts, two hats, name tags, three pairs of pants and long sleeve shirts for the train crews. The rest of the employees should be wearing collar shirts and name tags.

Whatever happened to the idea of the Gift Shop at the Summit? According to the State, 500,000 people visit the top each year compared to our 80,000 maybe. *(note: Sales)* The investment would pay for itself in no time.

We should address the ever-popular R.V. break-ins. Should we hire a person to cover the parking lots, he could also park cars. With the new parking lot the parking problems are worse than ever.

In our last meeting you discussed the Cleaning Crew and Gift Shop Manager. In reference to the Cleaning Crew you said quote, "You know how we feel about it". Well, would you explain it to me again, please? Also, I would like an explanation why you do not want Kelly back so I can know what I did wrong and make sure this does not happen again. If it is only the experience factor, okay.

A problem we still have here is in between trains there are few things for customers to do, so we should look into activities to keep the visitors busy.

We need an air compressor and also another steam cleaner to keep the equipment looking and running nice.

There is one area behind Marshfield in the new parking lot that is causing a major problem. Back in June, a small puddle starting by the Kitchen but by the end of September this puddle became a large lake which, if it gets any larger, we can have boat racing on it! All kidding aside, if indeed it gets larger, the water will start going over the bank and into the Museum or the grass area.

Improvements in or around Ticket Office and building -

Outside water valve to clean parking lot
Second money drawer
Shelving for radios
Better window system
Side window should have opening for train personnel so they would not need to enter building.
More electric outlets

Deck above is causing problems with debris falling from porch
Window for Reservations - too much noise from Museum area
P.A. system is not fool-proof
Water system is really bad
Water fountains
Employees dining room should be different color and larger
Covering for outside compressor and coolers
VCRand TV
Re-paint doors and walls that need it
Replace tiles in ceiling
Better signs to guide customers
Ice Cream station

I believe this is enough for now and I know all problems cannot be addressed, but I just wanted to let you know so we can devise some sort of a plan in the future and maybe accomplish a few things a year. It Takes Time!

In summary, I, for one, would like to thank you for all the effort and time you have put forward in the last ten years to make the railway an enjoyable place to work as well as a place where you can bring your family and have a good time without spending alot of money. See you in a month, hopefully! Sincerely, *Bobby*

*Additional Memo from Trask*

To: Joel, Cathy, Wayne and Susan

I am sure after you have read the Manager's Report you may feel a little let down because of all the suggestions that are being put forth. In your minds ten years ago, it would seem that the problems would be small. They are in my eyes. Just remember the first year you took over from Moe and Curly, we only had two decent engines, the coaches were like a home for the living dead, no shop crew to speak of, tracks were a total wreck, a 90% turnover of employees, a reputation of, "if you want a laugh, go to the Cog Railway but do not ride", and I can keep going but Pat only gave me enough paper for the month.

Now it is ten years later, almost, and the employees are crying over what color the coaches should be or should we wear the blue or black hat today. Your major accomplishments of a benefit program, 95% returning employees, seven fantastic coaches, 7 good engines, a winter shop, a track program, that is second to none since I have been here, dedicated employees that put the railway first, more tools and better equipment, a new building, a better reputation to be proud of, carrying of 60,000 riders (you would be laughed at ten years ago if you said 50,000) and much more.

You should be proud of the fact you have accomplished so much and hopefully many more good years to come. On behalf of the past and present employees, thank you for caring about not only the railway, but the people that make it run. Sincerely, *Bobby*

*Minutes Continue:* There was a discussion regarding heat in the shop and work on the boarding house.

There was a discussion regarding the water system, coal bunker and the transfer.

There was a discussion regarding capital items such as the re-tubing of certain boilers and other matters.

The Directors will review the scheduling of trains for reservations at the next meeting.

Wayne Presby and Joel Bedor indicated that the minimum number of riders required to send a train during the 1995 season should be one.

Wayne Presby asked Joel Bedor to give a financial report. He said it was not prepared and it was difficult to get it done by the third Friday of each month.

Motion made to change meeting to the fourth Tuesday of the month. The motion was seconded by Bobby Trask and it was unanimously voted to change the meeting date to the fourth Tuesday of every month.

There was a discussion regarding the budget numbers on the financial report and whether or not they could be given to us on a line by line basis.

Wayne Presby asked for the marketing report. Cathy Bedor was not available to give a report. Joel Bedor indicated that paper costs were going up and therefore we are going to cut back the number of brochures printed and the number of pages.

Joel said he would check into sweep account.

Bobby Trask suggested we go over pension materials on the 31st of January at 1:00 p.m.

There being no further business to come before the meeting. Upon a motion duly made and seconded it was unanimously VOTED: To adjourn. A true record attest: *Wayne W. Presby, Secretary*

**Mt. Washington Railway Co.**
**Board of Directors Meeting Manger's Report**
**Prepared February 28, 1995**

Bobby Trask: "Since our last meeting in January, not much has been going on in our weekly meetings except for reviewing and putting into place our discussions into policies. Due to injury and sickness our meetings have not been as in-depth as ones in the past

***MEETINGS***

*Mike, Wayne, Bobby:* We have been reviewing Mike's *(Kenly)* worksheets and discussing how, the Shops are progressing. The #10's stay bolts are completed and are waiting for tubes to be delivered in 7 to 10 days. Gareth *(Slattery)* and Lenny *(McDonald)* are finishing up putting the cylinders on the #3. Hanson & Fox will be here on Thursday, March 2, 1995 to re-tube the bottom row of the #6 and put studs in for the arch brick in each engine. Peter *(Steady)* has moved over to the Engine Shop and Rob *(Maclay)* has taken over Peter's job until I can find a replacement. At the Car Shop, the *Chumley's* exterior is just about finished and it really looks great. Wayne *(Presby)* thought it would be nice to do the interior, which was not part of our winter schedule but should have been done anyways, so Rob is starting the interior work now. The only down side to this project is that it takes a long time to finish the interior because of the polyurethane that needs to be put on the wood. It usually takes four coats to properly seal the wood - so, be patient! We are concentrating on the *Chumley* at this time since it is the one under cover but the exterior of the *Thelma* will not take much time at all. Bruce *(Houck?)* has all but four sets of windows done and now he is working on the trim.

*Dave, Mike, Rob, Wayne, Bobby*: We are still discussing injectors and maybe we have finally gotten a breakthrough - I am sure you have heard this before! There is a company in China that still makes injectors and they supposedly are copying the Hancock injectors. Wayne has contacted someone in the Government to find out how we can actually talk to this company. On the switch front, we are still waiting for quotes from Robco and Innovative Machine. Hopefully, I will have more insight by the time we actually have this meeting.

*Pat, Wayne, Bobby:* We have pretty much stuck to developing Manuals for the Ticket Office and Reservations Offices. Pat *(Gauld)* and I have narrowed down the Gift Shop position to two people and I will decide next week who will be offered the position."

**Mt. Washington Railway Co.**
**Board of Directors Meeting Minutes**
**March 30, 1995**

A meeting of the board of directors of Mount Washington Railway Company was held on March 30, 1995 at 2:00 P.M. at the Marshfield Base Station. Wayne Presby, Joel Bedor and Robert Trask were present at the meeting.

Wayne Presby called the meeting to order. Mr. Presby did not have the minutes from the January 20, 1995 meeting prepared. Joel Bedor made a motion that the reading of the minutes be postponed till the next meeting. The motion was seconded by Wayne Presby.

Upon a motion duly made and seconded it was unanimously VOTED: To postpone the reading and presentation of the minutes of the last meeting until the April meeting.

Joel Bedor discussed the possible purchase of rights to Donald Bray's book and Winston Pote's film footage of the Cog Railway. After the discussion Bobby Trask indicated he would try to contact Pote's niece again. Her name is Norma Andrews.

Wayne Presby asked Robert Trask to give his operational report. Mr. Trask passed out last month's operational report *(see Feb 28 entry)* and a report on electrical use.

There was a long discussion regarding the replacement of skyline switch and the timing of the replacement.

Bobby Trask indicated he hired Carole Desousa as the gift shop manager.

Bobby has prepared a retail flyer which will be put in each bag of merchandise bought in the gift shop. This is a new marketing technique he is experimenting with.

There was a long discussion regarding employee safety and the formation of a safety committee.

There was a discussion regarding the development of an emergency management plan.

There was a discussion regarding the pension plan. Barry Stewart left the Cog's employment on November 8, 1995. The board decided to tentatively set a date to discuss the pension plan as Tuesday April 4th at 2:30 P.M.

Wayne Presby passed out financial analysis for the railway. There was a discussion regarding the financials.

There was a discussion regarding a hot line from the hotel to the Cog.

Bobby Trask requested permission to buy a fax machine. This was approved not to exceed $500.

There was a discussion regarding the water system to the building and at Waumbek tank.

There being no further business to come before the meeting. Upon a motion duly made and seconded it was unanimously VOTED: To adjourn. A true record attest: *Wayne W. Presby,* Secretary

**Mt. Washington Railway Co.**
**Board of Directors Meeting Minutes**
**April 25, 1995**

A meeting of the board of directors of Mount Washington Railway Company was held on April 25, 1995 at 2:00 P.M. at the Marshfield Base Station. Wayne Presby, Joel Bedor and Robert Trask were present at the meeting.

Wayne Presby called the meeting to order. Mr. Presby presented the minutes from the meetings of January 20, 1995 and March 30, 1995. Upon a motion duly made by Joel Bedor and seconded by Robert Trask it was unanimously - VOTED: To accept the minutes as presented.

Robert Trask presented his operational report. Mr. Trask indicated that the track wood is late in arriving and that has resulted in a delay in performing certain track work Dave Moody wanted to start. Mr. Trask requested that the board consider establishing a track wood inventory.

The engines have been running fairly well. A cross head key broke on the #8 engine and a small crack was found in the frame of the #4 engine.

The work on the coaches is proceeding well.

Mr. Trask looked into the cost of reproducing the book called *Mt. Washington in Winter*, which is a pictography by Winston Pote.

There was a discussion regarding the painting of coaches and the purchase of decals for the engines.

There was a discussion about securing the use of old film footage made by Winston Pote.

There was a discussion regarding 2 for 1 promotions for the State of Maine and accepting Canadian money at par. The board discussed whether we should require a coupon. It was suggested that Cathy Bedor contact Santa's Village to see if we could do some joint advertising since Santa's Village advertises in Canada.

Wayne Presby discussed work to improve maintenance such as the injector, steam line connectors and computer program.

Joel Bedor went over the financials.

There was a discussion regarding what the inventory levels should be in the gift shop at the end of the season.

Bobby Trask suggested that the board should give serious thought to being open next winter. Joel Bedor suggested that we put this item on the agenda for a meeting later in the summer and that Wayne Presby and Bob Trask make a proposal concerning staffing, hours, days of operation etc.

Wayne Presby mentioned that several vendors are taking advantage of the image of the Cog and hotel for commercial purposes. The company has a proprietary interest in its image and therefore, it can only be used for commercial purposes if the company has a contract. Joel Bedor suggested that Wayne Presby explore the matter further and attempt to contact any vendors using images.

Robert Trask asked if he could offer a larger discount then normal for a group of school kids.

There being no further business to come before the meeting. Upon a motion duly made and seconded it was unanimously VOTED: To Adjourn. A true record attest: *Wayne W. Presby*, Secretary

**No. 10 Boiler Inspection**
**April 29, 1995**

An internal inspection of Engine #10's 1958 Dillon boiler by the Hartford Steam Boiler Insurance Company found "erosion of bottom of tube sheet on the internal side at ix o'clock has caused two cracks about two and half inches long also pin holes to the right of the cracks. The cracks are below the bottom row of tubes and just above the knuckle. The Certificate to Operation should be suspended till repairs have been made by a repair shop with a "R" stamp and have a procedure to make the repair."

**Mt. Washington Railway Co.**
**Board of Directors Meeting Minutes**
**May 31, 1995**

A meeting of the board of directors of Mount Washington Railway Company was held on May 31, 1995 at 2:00 P.M. at the Marshfield Base Station. Wayne Presby, Joel Bedor and Robert Trask were present at the meeting.

Wayne Presby called the meeting to order. Mr. Presby presented the minutes from the meetings of April 25, 1995. Upon a motion duly made by Joel Bedor and seconded by Robert Trask it was unanimously VOTED: To accept the minutes as presented.

Robert Trask presented his operational report. A copy of Mr. Trask's operational report is attached *(here)*.

DEPARTMENT REPORT

## Documents - 1995

***GIFT SHOP***

Everything is going well so far except for one of our employees, Hadley. He broke his leg and hip this past winter and will not be able to start until August. We are now looking for a replacement at this time. As of May 21, 1995 the Shop is ahead in sales by $2439.34. (3 new people)

***KITCHEN***

Joe *(LaCroix)* seems to be all set for the coming season with his crew all set up. Joe is ahead by $831.57 compared to last year at this time. (Joe has 3 new people)

***CLEANING***

We have cut the crew to one person in the morning and two in the rush hour at lunch time. The second person will start the second shift when we start running trains on the hour. Frank stripped the floors and put three coats of wax and sealant on them. We are short numerous chairs and some tables - maybe Col. Teague used them during the winter time and forgot we open up full time Memorial Day weekend.

***TICKET OFFICE***

We have painted and put sealant on the floor. The ticket windows are very hard to communicate to the customers and you cannot cut the glass for larger openings. (2 new people)

***RESERVATIONS***

Kelly painted the walls and floor to make it acceptable for the customers. The new program that is set up has many flaw in it. The good point is that you will be spreading the reservations out instead of taking all on certain hours but, the bad points are that if all the ideal hours are full with 24 people except for early and late trains, the passengers are balking already and the doubles cannot be scheduled until that day by the Ticket Office. If you do not sell out the trains the day before, you will not have any idea when you would need the doubles until that morning. The program will work easier in the busy weeks. (3 new people)

***GROUNDS***

I am trying to do as much as I can at this time, waiting for the right person to come along. (1 new person)

***TRAINS***

Passenger count is down by 140 people compared to last year, May 21, 1995. We have hired just about all the train crews with a lot of new and second year people. (9 new and 5 second year people) For the first three weekends and May 27th, everything has gone good except for a few minor problems. The #10 boiler jacket should be done the week of June 9th with our employees putting on the insulation and a company out of Maine doing the sheet metal.

***COACHES***

Bruce has finished the #11 Coach and is now working on the #12 which is slated to be done by the end of June for the start of the regular schedule. Bruce is probably the best pick-up we have had in years, in my opinion, since Dave Moody.

***TRACKS***

Dave *(Moody)* has put in all the wood that has been shipped, still waiting for 50 stringers, 60 side pieces and some centers. Dave plans on starting the switch project on June 5th and the parts are to be here this week from Innovative Machine and*(in.?)* Berlin.

***SUMMARY***

With the introduction of so many new people, things will be tough for a while but I cannot see any problems down the road except for the train crews. With so many new train people, training will take a lot longer but the one thing that the Cog Railway has is its ability to adapt to any problem and make it a plus - I hope.

I have seen many people come and go here, great ones and bad ones and right now, my belief is that without Dave Moody, Bruce Houck, Rob Maclay, Pat Gauld, Joe Lacroix and Mike Kenly, the railway would be a mess. These people are always there when you need them and will do anything you ask - for the most part. I know I have said certain comments about Mike, but when I have a problem it seems he always makes me feel better when I leave. Think about it, everything revolves around the Shop and Mike always gets the blame -

sometimes it is deserved but not always. The caliber of employees are not what you can call professional at their trade. Rob, Dave and Pat are the core here and should be noticed to that effect every so often. A good word from you does go a long way.

I would appreciate it a lot if you could take a ride up in the #2 cab some day. You will be surprised as to what these people go thru with these metal cabs."

There was a discussion regarding various topics raised in Mr. Trask's report.

Wayne Presby indicated that there were several projects he wished to begin looking into for this fall and next spring. There was a discussion regarding shop heat, engine work, coal bunker work, work on a water tank and work on the transfer table.

There was a discussion regarding the water system and its performance after enhancements.

Bobby Trask felt there was a need for additional things to do on the base for customers.

Joel Bedor reviewed the financial information with the directors and indicated that he would review the expenditures to see if some of the expenses were capital in nature.

There being no further business to come before the meeting. Upon a motion duly made and seconded it was unanimously VOTED: To Adjourn. A true record attest: *Wayne W. Presby,* Secretary

**NH Dept of Environmental Services Letter to Mike Kenly - Mt. Washington Cog Railway**
**RE: Hazardous Waste Generator Program**
**August 15, 1995**

Dear Mt. Kenly:

Mount Washington Cog Railroad has been assigned temporary generator ID number: NHP000009 257. This number is site-specific to your current location at Base Rd., Mt. Washington, Carroll.

Please complete the enclosed notification form and return to the Waste Management Division within thirty (30) days. If you have nQ1 notified the Waste Management Division within thirty (30) days your temporary number will be rescinded until such notification is received.

Please note that New Hampshire's manifest distribution rule requires the generator to send copy 6 to the destination state and copy 7 to this office within five (5) days of the shipping date. Manifest copy numbers 3 and 8 should be retained on file for seven years. Please retain this acknowledgement letter on file for the same time period. If you have any questions, please feel free to call me at 271-2921.

Sincerely, *Carol A. Forest*

**Wayne Presby Letter to NH Environmental Services Dept.**
**RE: Hazardous Waste Generator Program**
**August 15, 1995**

Dear Sirs:

Please find enclosed per your request the Hazardous Waste Activity Notification Form which was sent to the Mount Washington Railway Company.

Very truly yours, *Wayne W. Presby*

**Wayne Presby Letter to Vanguard Financial Services**
**RE: Mt. Washington Railway Company 401K Plan**
**September 21, 1995**

Dear Sirs:

Our company maintains its employees 401K funds in accounts with your company. We have already established several accounts with your firm. Enclosed you will find account registration forms for additional accounts. I have enclosed a check in the amount of One Hundred Eighty-Four Thousand Three Hundred Eighty-Seven Dollars and Eighty-One Cents ($184,387.81) to be deposited in our employees accounts. These funds should be deposited in Prime Portfolio, Fund 30 for each employee. I have listed the employees on the attached sheet, indicating a new account in the case of a new employee and an account number for those already set up. Please deposit the sum indicated next to each employee in their respective account. If you have any questions please calf me at 1-603-444-0335.

Very truly yours, *Wayne W. Presby*, Trustee

**Waumbek Switch Derailment**
**September 30, 1995**

***Trask Letter to Tom Walker:*** "Dear Tom: On September 30, 1995, the #4 Engine derailed coming off Waumbek Switch and bent over the fireman's side rail for a distance of about 100 feet. Upon inspection, we decided to stop trains for the rest of the day and fix the problem at once. Dave Moody and a crew of 12 people were sent up to fix the problem and we were back online by 5:00 P.M. that evening. The problem occurred at 12:35 P.M. that day. We had two trains above the track problem, which we sent two empty trains up to pick up the passengers from these trains. The 11:00 A.M. passengers arrived at the base about 3:05 P.M. and they all were in very good spirits. Crew: Brian Donovan; Joe Eggleston; Jeff Hatfield. If you have any questions, please do not hesitate to call. Sincerely, - signed: *Bobby Trask* - Oct 2, 1995

## ≺1996≻

### New General Manager
### March 4, 1996

***Presby Letter to Bureau of Railroads:*** "Dear Sirs: I am writing to inform you that the Mount Washington Railway Company has hired Charles Kenison to act as General Manager of all railway operations. Mr. Kenison is replacing Robert Trask. Mr. Kenison has been the acting General Manager as of March 4, 1996. Please direct all future communications to him. Very truly yours,

- signed: *Wayne W. Presby* - Apr 1, 1996

### Tender Away!
### June 27, 1996

***Kenison to Tom Walker DOT:*** "On June 27, 1996, the 2:00 p.m. train Engine No. 6 lost its tender while ascending near Waumbek curve. It appears that the drawbar bolts failed and the safety chains were not able to handle the load. The tender de-railed on the grade before Waumbek switch and destroyed about 35 ties. It then crossed the track and landed on the siding breaking several more ties and two cog racks. It bounded from there onto the switch platform and took out both switch stands, finally coming to rest about 40 yards below the switch. At this time there was one other train above the No. 6 and one descending midway down Cold Spring Hill.

We backed the No. 6 down to a low area above the damage and transferred to the No. 9 which we brought up to Waumbek. We returned to Waumbek and did the same with the passengers from the No. 4. After the passengers were cleared, we loaded the flat car and all available personnel and repaired the damage on main line only so that we could get all of the trains off the mountain. The following morning, Dave's crew completed the repairs to main line and loaded the damaged tender onto the flat car and returned it to the base. For two days we ran trains at 11:00 am and 2:00 pm only so that Dave could complete repairs to the siding. The frame for the No. 6's tender was placed on a new frame and axles and returned to service on July 4, 1996.

We are now in the process of replacing all bolts and chains on every engine as well as moving the location of the safety chains so that they are not connected to the same member as the drawbar. All chains, links and eyes have a breaking strength of approximately four ties the vertical weight of a loaded tender. I believe these efforts will relieve the possibility of this type of incident occurring again. -

signed: *Charles Kenison* / July 8, 1996

Note: 7/9 #6, 9, 8 completed

### Tender Conversions Complete
### July 20, 1996

Kenison to Tom Walker DOT:

Please be advised that as of July 20, 1996, all seven tenders have had new chains, eyes and bolts installed.

- signed: *Charles Kenison* / Aug 11, 1996




***Tenders All in Row:*** *Late in the season shop lineup. (pre-1968)*
*- MWCR photo posted 2022*

### State of New Hampshire
### Summit Water Use Memo
### August 22, 1996

FROM Michael Pelchat -Mt. Washington State Park
SUBJECT Water Policy
TO Cog Railway Employees

The management of Mt. Washington State Park does not mind in the least the water being used for the Cog boilers. With our new well we now have plenty of water to spare.

We only ask that when you are finished taking on water to please return the water hoses to where you got them and not leave them out on the rocks. This may seem like only a small issue but we would be legally liable if a tourist injured himself by tripping over these water hoses. If anyone has any questions or suggestions about this I will be more than happy to discuss them with you.

Thank You



**Customer Complaint: Derailments**
**September 21, 1996**

***Richter Letter to NH Safety Services Division:*** "I would like to express my concerns regarding the operation of the Mount Washington Cog Railroad in New Hampshire. On September 21 my family and I traveled on the Cog Railroad. We witnessed three derailments on this particular day. On all three occasions the hopper car came off the tracks and railroad employees re-railed the cars and the trains continued on there way. The first derailment occurred at a spot where there is a bow in one of the rails. The second occurred at a joint between two sections of rail where one rail is about an inch higher than the other as a result of a change in grade. I was not able to see the tracks in the area of the third derailment. Since the first two derailments were caused by obvious track defects and at least three derailments occurred on this particular day (twice on the train I rode and once by another) I believe that the maintenance and operation of this railroad needs to be reviewed as well as the tracks and equipment properly inspected before a more serious accident occurs. The tracks of this railroad traverse several trestles built onto the cliffs of Mount Washington and a derailment of a passenger car could have fatal consequences. I also believe the working conditions of the train crews need improvement. Although some of the crew members wore hearing protection, I did not see any employees wear eye or respiratory protection even though their faces and clothing were black from the smoke and soot of the steam engines. I would expect that long-term exposure to these conditions will be detrimental to the health of these crews. Sincerely, - signed: *Dana Richter, Barton, NY - Oct 2, 1996*

***Kenison Hand-written Note to Tom Walker NH DOT:*** "Tom: All three derailments were on the #3 tender which is new this year. I'm not sure why on Sept 21 it decided to derail 3 times since it has been inservice since late July. However it was remedied by a larger spacer under the Engineers side rear wheel bearing and has not bothered since. As you know if the problem were the tracks all of the tenders would derail. Sincerely:
- signed: *Charley - note at bottom of Richter letter faxed to Safety Services Oct 8, 1996 - received Rail Division Oct 14, 1996*

***Federal Rail Regional Administrator letter to NH Transportation Director:*** "Dear Mr. Marshall: Enclosed you will find a copy of a letter that I received from October 7, 1996 from Dana Richter, and a copy of the follow-up letter that I sent on October 25, 1996, in response. Sincerely,
- signed: *Mark H. McKeen* - Oct 25, 1996

***FRA Letter to Richter:*** "Dear Dana: This letter is in response to your letter concerning the Mount Washington Cog Railroad in New Hampshire. Unfortunately, this railroad does not fall under the jurisdiction of the Federal Railroad Administration. However, a copy of your letter has been sent to Mr. James F. Marshall, Director of Public Works and Transportation for the State of New Hampshire, Department of Transportation. Any questions or concerns that you may have concerning the Mount Washington Cog Railroad should be directed to the State of New Hampshire. If I can be of any further assistance, please do not hesitate to contact me. Sincerely, - signed: *Mark H. McKeon,* Regional Administrator - Oct 25, 1996

***Kenison Letter to Tom Walker NH DOT:*** Dear Tom: For your reference: Our train crews have been tested for airborne respirable particles, noise level and eye exposure by OSHA. We are required to wear hearing protection, which all do (some have muffs and some wear disposable plugs). We are not required to wear eye or respiratory protection although we do make them available and some crews use them. We also provide a laundry for the employees to wash their clothing. However, as you know, grease stains are hard to remove and

most guys in the 18 to 30 year old age groups are not very concerned about doing laundry. Sincerely,

- signed: *Charles Kenison* - Oct 3, 1996

***NH Commissioner's Letter to Richter:*** "Dear Dana Richter, Your letter concerning the Mt. Washington Cog Railway has been referred to this office. The derailments you wrote about all involved the same piece of equipment, a tender car that was new to the Cog Railway. The railway has made adjustments to the car which prevented further problems. The Cog Railway feels that the cause was not a track defect, since other cars were not affected. The Cog Railway staff inspect the track regularly, and this Bureau's track inspector also walks the Cog Railway track during the operating season. With regard to the operating conditions for the crew, in response to our inquiry the general manager of the Cog Railway reported that OSHA does conduct testing of the working environment. He further reported all crew members wear hearing protection and all have eye and respiratory protection available, although its use is not required. The employees also have access to laundry facilities, although the grease stains from the equipment are difficult to remove. Thank you for bringing these concerns to our attention, and I hope this information is helpful. Sincerely,

- signed: *Christoper Morgan, Administrator for Commissioner Leon S. Kenison* - Oct 31, 1996



## ≺1997≻

### Coal Burning Emissions
### January 28, 1997

***NH DOT Letter to Sen. Bob Smith:*** "Dear Senator Smith, I am writing to respond to the concerns about the Mt. Washington Cog Railway raised by Rory Connolly in his letter to you dated December 3, 1996. With regard to air pollution caused by the coal burning steam locomotive, the Cog Railway does specify cleaner burning coal when it purchases its fuel. An independent testing lab analyzes the coal before the Cog Railway approves its purchase. Although the railroad may produce more emissions than motor vehicles traveling up the Auto Road, it should be kept in mind that the train does carry an average of 40 people. The fact that the track is not standard gauge does not mean it is less safe. The Cog Railway is not part of the general railroad system and thus not subject to Federal Railroad Administration track standards. For this reason, the hours of service regulations that apply to railroad employees do not apply to those who work on the Cog Railway. Each engine and passenger car has an independent braking system rather than being dependent on braking from the engine. This is why the engine and cars are not coupled together, providing a greater margin of safety. I hope this information is helpful. Sincerely, *Christopher Morgan* - NH Administrator

### Wayne Presby Letter to Vanguard Financial Services
### RE: Mt. Washington Railway Company 401K Plan
### February 28, 1997

Gentlemen:

Enclosed please find a bank check in the amount of Twenty-seven Thousand Five Hundred Ninety-five Dollars and Forty-four Cents ($27,595.44) to be deposited to the individual accounts of members of the Mount Washington Cog Railway 401K Profit Sharing Plan. I have attached a spread sheet indicating the name of the employee, the account numbers and the contributions for each member of the plan.

Please deposit the amounts detailed in each column separately, rather than as a total, to the individual accounts, so that employee deferral, emp1oyer match, employer profit sharing , bank interest and loan payments can be traced back to this schedule and can be cross referenced to the individual accounts.

If you have any questions please call me at 603-278-8678.

Very truly yours, *Wayne W. Presby,* II, Esq. Trustee

## ≺1998≻

### Wind Termination
### May 31, 1998

***Kenison Letter to Tom Walker NH DOT:*** "Dear Tom: Yesterday *(5/31)*, at approximately 2:45 P.M., we had a weather related incident which caused an unscheduled termination of the 2:00 P.M. schedule and full refund to the 13 passengers. The Number 5 Coach pushed by Engine #9 *(Waumbek)* encountered a freak gust of wind which lifted the roof off from one side of the coach. The crew halted the train and advised the passengers that they were returning to the base. While preparing to leave, two passengers decided to get off the train and walk. The crew had to go and get them and put them back on the train before they could return. The train arrived back at the base at 3:30 P.M. There were no injuries to passengers or crew and all passengers were give a full refund. NO passenger was ever in any mortal danger at any time except the two that left the train against orders from the crew. We had constantly checked with the summit all day on the weather conditions and I had personally checked at 1:55 P.M. before dispatching the train. At that time, the highest gust on the summit had been 49 m.p.h. As you know, we normally cease operations at 95 m.p.h. or when the Observatory advises us of any immenent[sic] dangerous weather. Due to this incident, we are incorporating into the new coaches hurricane cables which will bind the entire roof directly to the steel frame. Sincerely,

- signed: *Charles Kenison* - Jun 1, 1998



***September 29th at the Bunker:*** *"In the Fall of 1999 when it was all steamy on the Mount Washington Cog Railway (1999)*
*- Phil Cotterill photo via RailPictures.net*

## ≺2000≻

### Close Encounter at Skyline Switch
### September 4, 2000

***Kenison Report to John Robinson NH DOT:*** "Dear John: Attached is my investigation and recommendations regarding the incident that took place here on September 4, 2000. Also attached are the written statements of each train crew member. The engineer has been suspended from train duty pending my investigation and results of his urine tests. I do not feel that the train crew did anything wrong, but that the procedure needs to be corrected. This will take place immediately and we are seeking a better emergency-signaling device. If you have any further questions or recommendations please call me. Sincerely,

- signed: *Charles Kenison* - Sep 6, 2000

***Kenison Summary:*** "I have written statements from each of the train crew members of both trains except the brakeman of the #3 engine who was not in a position to see anything. I have also interviewed each of the crew after receiving their written statements. I feel that the following statements are true.

1) No passenger was injured or placed in any danger due to the quick action of the brakeman Al LaPrade
2) There was no damage to any equipment other than a bent handrail
3) The brakeman of #9 signaled to the engineer several times.
4) The engineer of #9 clearly misinterpreted the brakeman's hand signal.
   This is confirmed by the #9 fireman's statement
5) The brakeman of #9 attempted to stop the train using the emergency bell cord.
   This is confirmed by both firemen
6) The engineer of #9 did attempt to avoid the collision at the last minute. Confirmed by his fireman.
7) The crew of engine #3 was 100% within operating regulations and were exercising due caution.
8) The weather conditions were very poor at the time of the incident and visibility was less than 20 feet.
9) Though the engineer of the #9 may not have used the best judgement in the situation, he did believe he had received the signal to go ahead and therefore did not break any rules or regulations. He could have stopped at Skyline platform and waited for the signal whistle of the down coming train and his brakeman to confirm.

Proposed Changes to eliminate possibilities of future incidents.

1) All up going trains will stop at Skyline platform and wait for the brakeman to verbally confirm that they have permission to proceed. The engineer and brakeman will exchange verbal confirmation.

2) The emergency bell signaling devices are inadequate with the hearing protection worn by train crews and must be replaced or augmented by a visual signaling device.

3) All stop marks for up going and down coming trains must be repainted and a more permanent marker installed.

***Dispatcher Breakdown Report:*** September 4, 2000 at 4:04 pm - No. 9 ascending with Coach 3 - Engineer: Barrett; Fireman: McMinn; Brakeman: LaPrade. No. 3 descending with Coach 1 - Engineer: Bonnett; Fireman: Forbes; Brakeman: Waite. The delay for the No. 9 - 14 minutes. Delay for No. 3 - 17 minutes. Reason for Breakdown: Stupidity *(Ed note: underlined three times)* 9-engine approached Skyline Switch - Brakeman signaled engineer to stop. But engineer continued forward and ran into No. 3 engine which resulted in bent railing on coach platform. Comments: Weather conditions very very thick fog. No. 9 - continued to the summit. No. 3 - came to base. - signed: *Chris Lemieux*

***Barrett Statement:*** "As we arrived at the lower end of Skyline bunker in very thick fog. I leaned out of the engine window to see Al's signal. We were running a little late due to a late start from Base. I thought I saw Al signal all clear, but not being sure due to very poor visibility I slowed the train and continued looking for his signal from the front of the car. I thought I saw him signal all clear again and proceeded across the bunker. Because of the extreme lack of visibility, I proceeded very slowly up towards the switch. Suddenly I saw the 3's ten-

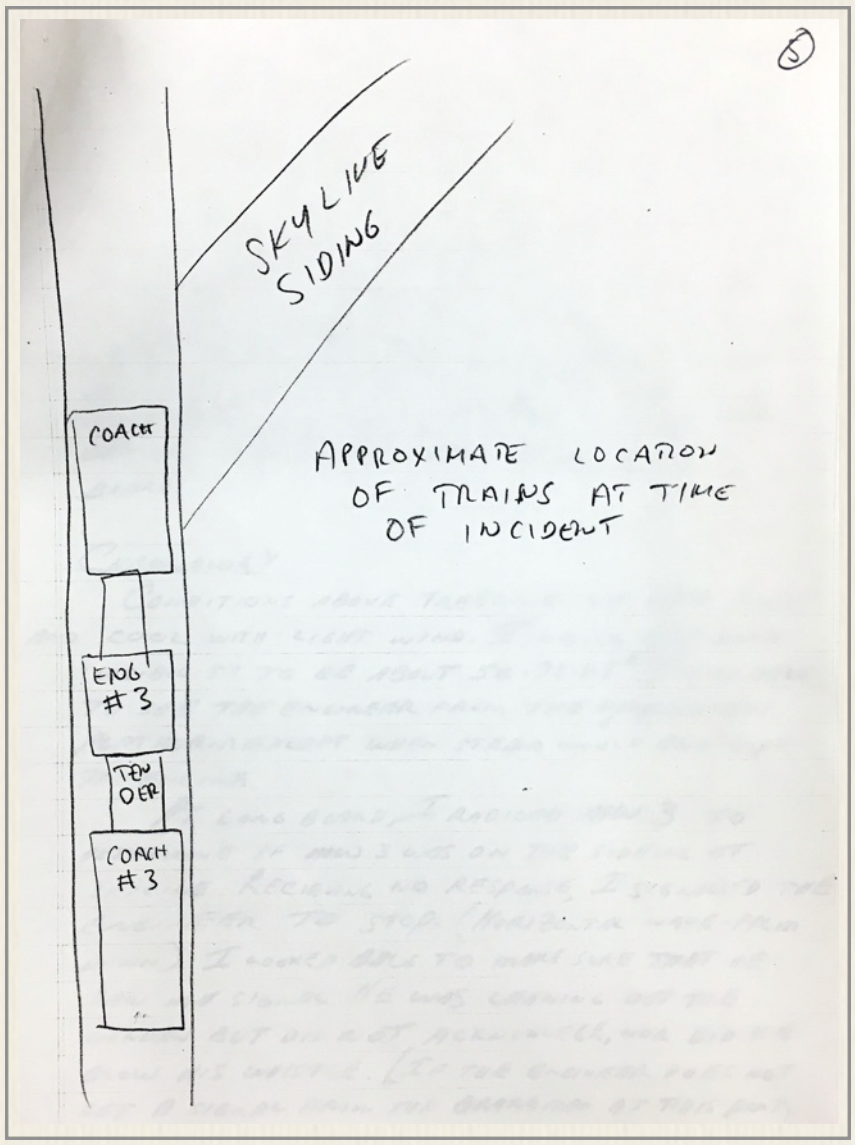



*Diagram of September 4th tender collision at Skyline (2000)*
*- NH Transportation Dept archives*

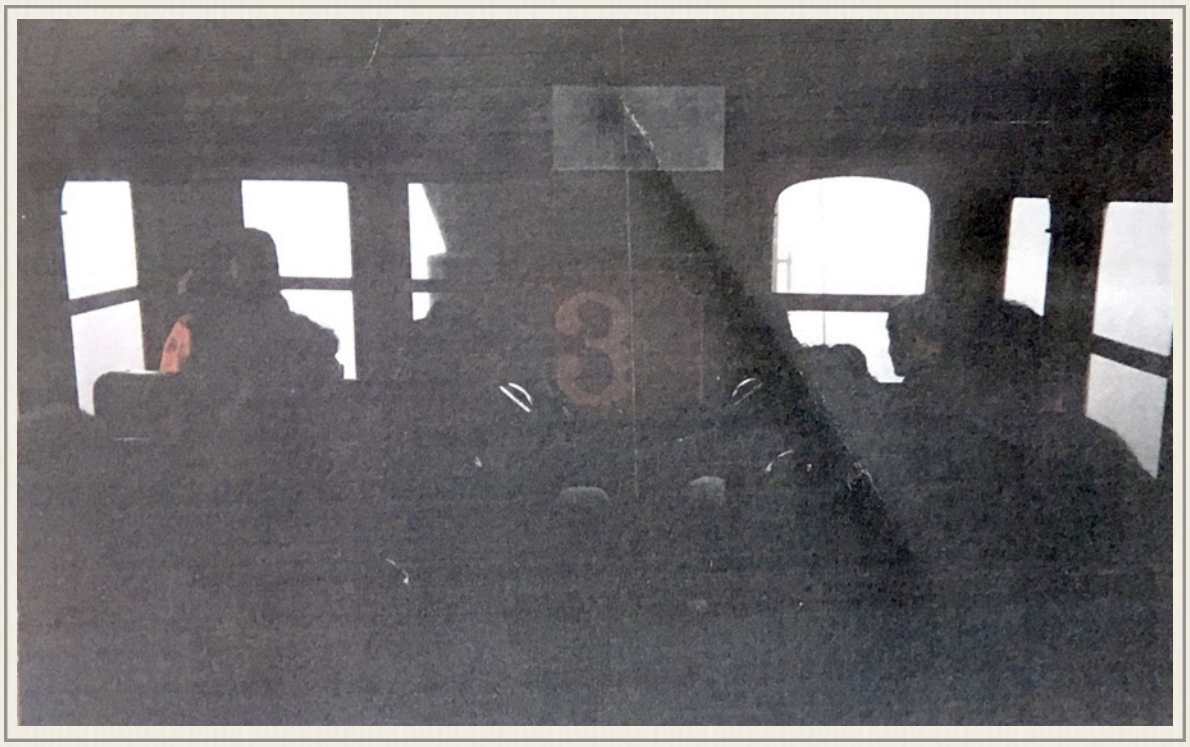
der ahead and stopped my train. By the time I saw the tender on the main line, my car's front railing made contact with the rear of the tender, not a collision just a bump. We backed down to the bunker & waited for dispatch to clear us to proceed. We then proceeded to the summit without further incident.

- signed: *LW Barrett* - Sep 5, 2000

***Forbes Statement:*** "On Sept 4, 2000 I was operating engine #3. The weather conditions were very heavy fog and drizzle/light rain. The other members of the crew were Tom Bonnett and Doug Waites. We were the 2:00 PM train. We left the Summit and proceeded down the mountain. As we approached Skyline Siding, I slowed the train down and came to a complete stop. Both Tom and I checked Skyline Switch to be sure it was aligned correctly. After getting the OK from Doug, our brakeman, I proceeded slowly through the switch. My hands were on the brake wheel as we backed through the switch. Tom was also near the brake wheel, but did not have his hands on it. I looked up-mountain to check the progress of the coach through the switch. All was fine and I looked down-mountain. Visibility was very limited, I would estimate about 20'. As we continued through the switch I suddenly saw the outline of a coach in the fog. I immediately applied the brakes and came to a full stop. Tom assisted me in winding the brake wheel tight. The outline of the coach suddenly became very close and I could now see the orange color. Brakeman Al LaPrade was on the front platform pulling on the bell-cord constantly and rapidly. I had initially thought the coach was stopped, but to my dismay the coach continued to move towards us. I started to close the air valve and open the stack exhaust valve in preparation to attempt to move forward. Before I could complete this, we were struck by the coach. Tom dropped the ratchet. The tender moved forward and I felt the impact of the coach. When I glanced back again - Al was not on the platform. I saw passengers out of their seats taking pictures and looking at the tender. I heard people in the coach laughing. Tom and I looked at other and did a quick visual inspection of the cab. We re-checked the that our brakes were set and the ratchet was down. Doug got out of the coach and handed me the radio. He said Bobby Trask wanted to talk to us. I gave the radio to Tom. Tom got out of the cab and inspected our train. I stayed in the cab while Tom was doing this. Tom got back in the cab and said we had to move forward, as the 9 was dropped on its ratchet. As I moved forward I could hear and feel our tender pull off the front of the coach. I pulled up about 20 feet. This put the engine in the switch. I heard the 9 try to move forward several times. Then I heard the blower come on. The blower went off and then on again and I saw black smoke from the stack. The 9 then went forward, stopped and proceeded down, out of my view. I then backed down to the appropriate spot below Skyline Switch. We stopped there and waited for instruction from Bobby Trask. He asked Tom to describe what had happened and if there was any damage to our train. Tom described the incident and told Bobby we looked OK. Bobby then spoke to Al and got his report. Bobby then authorized us to take the switch. I proceeded onto the switch and stopped at the appropriate spot. We set the brake and dropped the ratchet. Tom & I got out of the cab and did a careful inspection of the tender. Tom lifted the tender plate and we inspected the draw bar and pins. We both felt the tender was OK for the down-mountain trip. At that point engine 9 and coach 3 pass by us. The railing was broken and bent in towards the coach. They continued on. We got off the switch and stopped. Doug reset the switch and we finished our trip.

- signed: *Paul T. Forbes* - Sep 5, 2000

## Documents - 2000



*Tender on the front platform as seen from inside Coach 3 (2000)*
*- Passenger photo included in NH Transportation archives*

***LaPrade Statement:***
"*Background:* I was the brakeman on the 4 Sept 2000 3:00 PM train. The train consisted of Engine 9 and Coach 3. The engineer was L.W. Barrett and the fireman was Brian McMinn. We left the Base for the Summit with 32 passengers on board. *Chronology:* Conditions above treeline were very foggy and cool with light wind. I would estimated visibility to be about 50-75 ft.* I was able to see the engineer from the up-mountain platform except when steam would envelope the engine. At long board, I radioed MW 3 to determine if MW 3 was on the siding at skyline. Receiving no response, I signaled the engineer to stop. (Horizontal wave - palm down) I looked back to make sure that he saw my signal. He was leaning out the window but did not acknowledge, nor did he blow his whistle. (If the engineer does not get a signal from the brakeman at this point, he will signal with whistle to get the brakeman's attention) I fully expected the train to stop at Skyline Bunker but when we went by, I gave the stop signal to the engineer four more times. On my last signal, the train began to slow down, so at this point, I assumed that the engineer was going to stop at the boulder with pipe coupling which is not customary but will still leave room for a single down coming train to take the switch. When we rolled by the boulder, I signaled once again to stop and frantically pulled the bell cord a number of times. Sensing that a collision with MW 3 was imminent, I moved some passengers away from the door and stepped inside the coach while still pulling the bell cord. MW 9 slowed down as our coach handrail contacted the tender of MW 3 and stopped when the coach platform was about 1 foot under the tender. There was no sudden jolt or impact. Only visible damage was to the coach handrail which was broken at midpoint and bent to within 6" of the door. Aftermath: Following the collision, the engineer attempted to back up but was on his ratchet. Once MW 3 moved up a bit, MW 9 got off the ratchet and backed down to give MW 3 clearance to get on the switch. I was at the coach brake wheels at this time. Once MW 3 got on the switch, we continued on to the Summit. The rest of the trip was normal.

Passengers did not appear to be distressed and there was no indication of any personal injuries. The passengers in the front row seat on the engineer's side witnessed my repeated signaling to stop the train. They did not know what the signal meant but did confirm that the signal was a horizontal wave with palm down, and was repeated five times. The passengers in the front row seat on the fireman's side videoed the impact. The names and addresses of the males in the front row seats are as follows: Dennis Batchelder, Stevensville, MD & Ralph Phillips, Milford, MA. The women accompanying these men did not furnish identification, but the woman on the engineer's side confirmed that she saw me give the stop signal repeatedly.

*Visibility Note: The fog density was such that I could easily make out the engineer in silhouette but could not make out facial features. The engineer is probably separated by the Brakeman by about 60 feet. At times, the engineer will look through the coach to make eye contact with the brakeman, but in this case, the two passengers in the front seats on the engineer's side were standing up, thereby blocking the engineers view through the coach. - signed: *Albert A. LaPrade* - Sep 5, 2000

***McMinn Statement:*** "The landmark "Long Board" is a spot where the brakeman will signal with a hand & arm movement to the engineer to stop or proceed at Skyline Bunker during inclement weather. The reason to stop is to allow the up train to pass. At Long Board Larry Barrett on Engine #9 motioned to me that we were good to proceed without stopping. I said to him "Oh, they are there already?" He replied, "Yes." So I kept firing the engine. I believe he misunderstood the brakeman's signal. This is the engineer's responsibility to

confirm with brakeman. As the engineer proceeded beyond the (stop limit) place to stop down mountain to allow other train room to take switch, I heard the bell and seen the engineer close his forward steam valve thus coming to a stop. I did not feel any impact. Moving slower than normal through switch Al LaPrade, our brakeman confirmed with me and Larry Barrett that we'd hit Engine #3. All passengers on our train were O.K. - that was indicated by Al. - signed: *Brian McMinn* - Sep 6, 2000

***Bonnett Statement:*** "Concerning accident of Sept 4, the #3 engine was backing down mainline to take Skyline siding. Visibility was extremely poor, maybe 15 ft. #3 engine proceeded through the switch, backing slowly... #9 engine with coach appeared out of the fog. #3 stopped and moments later, the coach of #9 hit #3's tender at slow speed and immediately stopped. Damage to #9's coach, i.e. front railing and slight damage to #3's tender piping." - signed: *C. T. Bonnett* - Sep 6, 2000




*Train crew conferring post-accident in the fog at Skyline Switch (2000)*
*- Passenger photo included in NH Transportation archives*

## ≺2001≻

### 2002 Track Maintenance Plan

**To:** John Robinson – NH DOT
**From:** Dave Moody
**Date:** Dec 10, 2001

"Here is our list for 2002 – I hope for an early and dry spring so all the work can be completed! We had a so-so season; would have been better, but the 9/11 tragedy slowed us down. Have a good X-mas. - Dave"

| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* | |
|---|---|---|---|
| **Center** (in sets) | 37 | 38 | |
| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* | |
| **Bents** | 59 | 85 | Waumbek Siding – 2 |
| **Racks** | 117 | 104 | |
| **Sidepieces** | 95 | 117 | |
| **Stringers** | 45 | 70 | Skyline Siding – R Str |

## ≺2002≻

### 2003 Track Maintenance Plan

**To:** John Robinson – NH DOT
**From:** Dave Moody
**Date:** Dec 5, 2002

"Here is our list for 2003 – Top priority will be a new switch at Waumbek located below the water tank – This switch will be the same design as our Base switch – Some of the work on the receding pages may not get done (exception being Bents) due to time constraints. The weather as always will be the deciding factor in what will actually be accomplished. Merry X-Mas! - Dave"

| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* | |
|---|---|---|---|
| **Center** (in sets) | 24 | 34 | |
| **Bents** | 50 | 58 | |
| **Racks** | 77 | 129 | |
| **Sidepieces** | 79 | 100 | |
| **Stringers** | 26 | 48 | Skyline Siding – L Str |

## ≺2003≻

### Longer Operating Season?
### October 10, 2003

***NH DOT Letter to Charles Kenison:*** "Dear Charlie, It was with a great deal of interest that our Bureau learned of the Cog Railway's plans to extend its operating season later in the fall. The improvements you have made in recent years have increased the railroad's operating efficiency and safety, and perhaps this plan is an extension of these improvements. It does raise several questions, however, that we feel should be addressed before passenger operations take place during the extended season.

- How do you plan to conduct track inspections at the required frequency and safely in extreme ice and snow conditions?

- What is your plan for ensuring that the cog racks and rails are free of ice prior to and during operation?

- What is your backup plan for passenger car heat in the event of a failure of steam heat generation? Do you have a plan for evacuating passengers in severe conditions?

- Do you plan test runs prior to beginning the proposed winter operation? Will you operate a work train daily before revenue operations?

- What impact will dedication of staff to this operation have on your normal winter maintenance program?

- Have you considered any possible avalanche potential related to this operation?

I would appreciate receiving any specific information you have on your plans and on these questions."

Sincerely, *Christopher Morgan* - Railway Administrator

### Longer Operating Season Reply
### October 20, 2003

***Charles Kenison Letter to NH DOT:*** "Dear Kit: Let me start by saying I apologize if the operation of the trains to Waumbek, during the winter months came as a surprise to you. I have discussed the idea with John *(Robinson)* and he asked me many of the same questions you ask in your letter. In addition, Wayne Presby and.Joel Bedor, the owners of the railway, had a meeting last year with George Bald, Carol Murray, Ray Burton, Paul Gray and Greg Placey. During the meeting they discussed access to the railway via the Base Station Road during winter for the purpose of operating winter trips to Waumbek for skiers and tourists. Despite any previous communications, I am, however, more than happy to discuss any of the details with you at any time. Our plan calls for running trains to Waumbek. Waumbek is one mile from the Base Station and approximately 3800' above sea level. This section of the railway is not above tree line and therefore is somewhat sheltered. It only takes the train 20 minutes to reach this destination from the Base Station. The winter conditions along this section of the track are similar to any ski area. Frankly, the conditions are less extreme than those we operate in during the month of October, when we are still going to the summit. Along this section, most of the track is easily inspected from the ground and is only slightly elevated. All of the racks in this area have openings under them allowing for ice and snow to drop through them preventing any ice or snow buildup. The vibration caused by the train as it ascends also helps remove ice and snow from the track. Our track foreman, Dave Moody will be equipped with proper winter gear to continue his inspections on a routine basis. This will obviously require him to wear heavy winter clothing, goggles and other gear, such as snowshoes with crampons. The steepest part of the track along this section is comparable to a blue or intermediate run at any ski area. Once skiing begins, the sides of the tracks will be groomed with a snow groomer every night and in some circumstances i.e. periods of heavy snowfall, during the day as well. This will enable inspections to be done on skis or by snowmobile. A groomer and snowmobiles will be kept at the base at all times during the winter season to enable maintenance of the ski trails and the train, and to respond in the event of an emergency. We will have ski patrol on staff during all hours of operation to respond to any injuries sustained by skiers or tourists on the train.

## Documents - 2003

Last year we built, and made several test runs with, a new snow blower designed for clearing the tracks of snow. On March 7, 2003, we ran the train to Waumbek utilizing the new snow blower. The snow blower easily cleared the track, despite the fact that the line was only plowed once all year. The following week we ran a groomer up to Waumbek to determine it was feasible to groom the right of way. To insure that the cog racks and rails are free of ice and snow we will utilize several techniques. We will make at least one run each day with either the snow blower or the Speeder to visually inspect the rack and rails. If any area is detected or found to be a problem it will be treated with ice free to make sure no ice builds up on the line. A steam heat line will be directed at the racks as an added measure to remove any ice or snow as the train ascends and descends. In addition the cylinder cocks will be open on the way down. These exhaust steam onto the rails. Last year we discovered that one trip up and down completely cleared the rack and rails of all snow and ice. We also have the option of clearing any ice with large blowtorches. These will only be used in extreme circumstances.

In the event we lose our steam heat in the coaches we have several backups available. We have several portable generators and access to portable propane heaters so that we can provide backup electric or gas heat. We do not feel heat will be a big issue because most of the passengers will be dressed for winter conditions and the round trip will only take 30 minutes. However, in the event of a breakdown and loss of steam we can provide backup gas or electric heat. We made many test runs last winter utilizing the snow blower etc. However, we plan to make many more test runs this winter to further evaluate and refine our plans. Currently we send our employees down to Bretton Woods to work because we do not have enough winter work to keep them all busy. Many of these employees would be kept on year round to handle the train operations, food, gift shop and other functions necessary for the winter operation. We have given consideration to avalanche danger but not very much. There is no history of avalanche danger on our right of way. This section of the track is not very steep and because a groomer will pack the snow there will be little to no chance of sliding snow. I hope I have addressed your questions and concerns regarding our late season operations and our proposed winter operations. Our first and foremost concern is the safety of our passengers and the reputation of the railway and the Mount Washington Hotel & Resort. If we detect any problem during our late season operation, or our winter tests, rest assured we will not proceed with our plans unless a satisfactory SOiutioncan be found. If my responses raise other issues by all means please contact me again. I would be happy to have you come and take a trip up on the train this winter during our additional test runs. I believe this will answer many of your questions.

Very truly yours, *Charles Kenison"*

### 2004 Track Maintenance Plan

**To:** John Robinson – NH DOT
**From:** Dave Moody
**Date:** Dec 10, 2003

"John, Here is our list for 2004 – We will be putting in another switch @ approximately Bent #519 and will be commencing on the passing track. As always weather will play a key factor in what actually get accomplished during the spring! Happy Holidays to you! - Dave"

| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* |
|---|---|---|
| **Center** (in sets) | 24 | 24 |
| **Bents** | 31 | 50 |
| **Racks** | 77 | 77 |
| **Sidepieces** | 48 | 79 |
| **Stringers** | 26 | 26 |

## ≺2004≻

### A Gubernatorial Heads Up
### January 30, 2004

***Wayne Presby & Joel Bedor letter to Gov. Craig Benson:*** "Dear Governor Benson, As you are aware, over the past few years the tourism industry has been adversely affected by a number of factors such as the terrorist attacks on 9/11 and the Wars in Iraq and Afghanistan. Over the past several years, we have taken a number of initiatives to try to increase tourism to Northern New Hampshire by opening the Mount Washington Hotel for the winter and making significant investments in plant and equipment at the Bretton Woods Ski Area. In an effort to continue to promote tourism to Northern New Hampshire we are constantly looking for new opportunities to establish our resort as a unique vacation experience that offers different attractions for our guests. We believe that it is the uniqueness of the Mount Washington Hotel and the Cog Railway that make many of our guests decide to come to Bretton Woods as opposed to the myriad of other tourist spots around the country and the world. In an effort to continue to differentiate our resort from other tourism and hospitality properties, Joel Bedor and I have decided to offer an added attraction to our winter guests. We are planning a major press event next month to kick off the operation and wanted to give you these details so that you would not be blindsided by questions from individuals who may not have accurate information. Next season we will begin operating the Cog Railway on a limited basis throughout the winter season. We are proposing to operate the train to Waumbek Tank, a point approximately one mile from the base station to an elevation of approximately 3800'. The train will be operated on a daily basis for both tourists and skiers. The open areas on either side of the tracks will be groomed for skiing each day with commercial groomers and ski patrol will be on duty at all times with all the necessary equipment. The terrain, which will be open to skiers, is not particularly challenging, in fact, it is all beginner and intermediate terrain. All of the terrain will be easily accessible by snowmobile and groomers. The coaches will be heated for the comfort of the guests and the gift shop, restaurant and Base Station Buildings will be open throughout the winter. The trip to Waumbek and back by train will take approximately 30 minutes. The ski run will take an average skier less than 5 minutes to negotiate.

The operation of the railway in the winter to this elevation will be safe. If we encounter high winds, icing conditions or extreme cold, like other ski areas or attractions we may close on any given day until the conditions are deemed safe again. The ski terrain is not steep. It is all beginner and intermediate in difficulty. Like other ski areas the terrain will be groomed everyday by commercial grooming machines. The whole operation will take place on land owned by the Cog Railway. We will have ski patrol on staff during all hours of operation and all of the terrain will be accessible by snowmobile or groomers in case of an emergency. Over the past several years we have kept almost all of the employees at the Cog Railway employed on a year round basis. In the winter our employees work at the Bretton Woods Ski Area as lift operators, snowmakers, groomers and ski patrollers, so we have all the staff currently in place to handle all of the functions necessary to a successful operation

Last winter on March 7, we made a historic run to Waumbek Tank using a commercial snow blower modified for use on the railway line. Despite plowing through snow that had accumulated all winter the train made it to Waumbek in less than 30 minutes in a single pass. Next year we will make daily runs to clear the tracks of snow. We tested the operation further this fall by running the railway until November 30th. The operation was well received and successful. Hotel operators in the area were delighted because as you know there is little for guests to do at this time of year in the North Country. We have been working closely with Commissioner George Bald of OREO, Commissioner Carol Murray of NHDOT, the New Hampshire Bureau of Rail and Transit as well as Executive Councilor Ray Burton on making this new offering a success.

Over the past several years Joel Bedor and I have spent a tremendous amount of time and money improving the Cog Railway and its operations. We have a retired mechanical engineer, Al LaPrade, who works for us full time. Mr. LaPrade retired from the Portsmouth Naval Shipyard after many years during which he designed parts, and components for nuclear submarines. We have taken trips to Europe to investigate improvements to our operation and we have hired European experts to consult with us regarding our improvements. The coaches and engines have new and improved braking systems, this summer we will complete the building of a passing loop with all new automated switches, and we have made and continue to make major improvements to the efficiency of our locomotives. In fact we have made two major improvements that should result in cutting

our coal usage and therefore the smoke from the train by as much as 75%. In fact new firing techniques employed by our staff along with mechanical enhancements will result in virtually no smoke or cinders being emitted by the train as it ascends Mt. Washington.

We feel that the uniqueness of offering ski trains on Mt. Washington will create a huge amount of media attention and this will result in drawing thousands of additional tourists to the North Country. This should result in more revenue for area businesses, more employment and more state tax revenues. To the best of our knowledge this will be the only mountain climbing train offering skiing anywhere in the Americas! We hope you will join us in supporting this unique opportunity. If after reading this you have any additional questions please call me at 603-278-8878 so that we may discuss any concerns you may have or if you would like to participate in the event.

Very truly yours, *Wayne W. Presby* & *Joel Bedor*

**Sprag Clutch Bump**
**July 4, 2004**

***Charles Kenison letter to NH DOT:*** "Dear John. At 12:30 PM on Sunday, July 4, 2004, the bottom end of the 10:00 AM train coming down at Waumbek, stopped to pick up a passenger from the up going train that did not want to go up. When the train resumed motion the brakeman failed to lift his sprag clutch at the correct time and the engine pulled away from the coach about 8 feet before he released his sprag. The coach rammed the engine. Equipment damage was limited to the front crossmember of the locomotive and we determined that it was ok to complete the return trip. I treated 6 children for bumps to the head with ice packs and one adult for a bump to the knee with an ice pack. No one received or requested additional treatment. I refunded 23 people the cost of the trip. We have gone over the training with the brakeman again and are currently developing a device to prevent the sprag from being released without the brake on.

Sincerely, *Charles Kenison*

**Substance Use Termination**
**July 31, 2004**

***Charles Kenison letter to Unidentified Cog Railway Employee:*** "Dear [redacted], As I am sure you are aware by now, your recent arrest for possession of marijuana constitutes a failure under our substance abuse program. If you feel that there is a mistake, a sample of your hair may be submitted and tested at your expense. This is your second incident and according to the rules set fourth in our substance abuse program,I am forced to terminate your employment with the Mt Washington Railway. Since this is your second incident, there is no provision for counseling and you cannot be re-employed here under any condition. I am sorry to lose you as an employee, even more I am sorry to see a .friend continue to destroy his life with drugs and alcohol. Good luck in whatever you do, If I can ever be of any help, please call.

Sincerely, *Charles Kenison* Charley
cc: John Robinson D.O.T.

**Substance Use Termination Late Challenge**
**September 21, 2004**

***Charles Kenison letter to Unidentified Cog Railway Employee:*** "Dear [redacted], I have reviewed your request to challenge your termination for substance abuse, by submitting to a hair follicle test. It is the opinion of New Hampshire DOT and FRA that the challenge had to be requested within 72 hours of receipt of your termination notice. Therefore the termination stands and your status is as a temporary employee on tracks for the remainder of this season.

Sincerely, *Charles Kenison* General Manager
Cc: John Robinson NH DOT

**Unreported Incident / Customer Phone Call**
**October 23, 2004**

***Dec 2, 2004 NH DOT Fax to Bob Oliver:*** *"*Mr. Oliver, I am writing to thank you for taking the time to voice your concerns and share your experience aboard the Mt. Washington Railway this past October. As a result of your call I contacted their General Manager. I did so primarily to inquire why this office was not notified of the incident as required by State statute *(RSA 367.56)* and as established by PUC order # 9047 *(3/18/68)*. Apparently, his letter of notification was either not posted or was misdirected by the Post Office, or perhaps, within the department. I was immediately transmitted a copy via E-Mail. This document was electronically scrutinized to establish it was authored on the date shown *(Oct. 26, 2004)*, it was. The letter, as is the standard procedure, served as a notification more than a "report" and provided information addressing known facts, circumstances, and a chronology of events. Being familiar with transportation investigations, you understand progression from preliminary to final investigation. The General Manager's initial and present causal factor (human error in the misplacement of a holding pin in a switch component allowing it to vibrate out) satisfies this inspector. Additionally, despite finding no apparent deficiency with the passenger coach involved, he has removed it from service. The switch in question has been out of service (no diverting moves) and a new pin is being designed with a positive retention mechanism. Additionally, per regulation, all crew members underwent substance abuse testing. As stated above, investigations will continue, both in house and by this inspector. Preventative measures will be directed and instituted as a cause is formally determined."

Respectfully, *John H Robinson* - NH Rail Safety Inspector

**Unreported Incident / The Recovered Letter**
**October 26, 2004**

***Charles Kenison Letter to NH DOT:*** "Dear John, I am writing to inform you that we had a derailment at skyline on 10-23-04 and on 10-24- 04, both on the 10 AM train when returning from the summit. In both cases it was the same engine and coach, (#3 engine, #2 coach) but different crews. I have suspended operation of these pieces of equipment as well as the use of Skyline switch, pending further investigation. Initial investigation indicates that the pin on the down mountain rack was incorrectly placed allowing the rack to move sideways and thus the rear gear of the coach came up and out of the rack. There were no injuries in either case and customers that did not want to be outside while we re-railed the coach were accommodated on the train from the summit. No refunds were requested or given and we lost ·2hours of operation time. There were some complaints from customers waiting at the Base because they were bumped an hour and it was quite busy. The crews were sent for substance abuse testing."

Sincerely, *Charles Kenison*

## ≺2005≻

### 2005 Track Maintenance Plan

**To:** John Robinson – NH DOT
**From:** Dave Moody
**Date:** February 9, 2005
**RE:** Track Maintenance / Inspections

"John, Here is our maintenance plans for 2005 – Also included is the inspection reports – the inspections were sporadic due to the lack of rail traffic in Nov/Dec. Ridership has picked up and I am now conducting weekly inspections again. We've had very little snow but that might change with this net storm!
- Dave"

| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* |
|---|---|---|
| **Center** (in sets) | 22 | 24 |
| **Bents** | 46 | 31 |
| **Racks** | 71 | 77 |
| **Sidepieces** | 81 | 48 |
| **Stringers** | 31 | 26 |

### Substance Use Termination
### June 12, 2005

***Charles Kenison letter to Unidentified Cog Railway Employee:*** "Dear [redacted], As I am sure you are aware by now, your recent drug test came back positive. As a matter of fact the first sample you gave showed no marijuana and the second came back with over 500 ng/ml. This is proof not only that you tried to cheat but also that you intended to operate trains while under the influence. This is your second incident and according to the rules set fourth in our substance abuse program, I am forced to terminate your employment with the Mt. Washington Railway. Since this is your second incident, there is no provision for counseling and you cannot be reemployed here under any condition. I am sorry to lose you as an employee, even more I am sorry to see a friend continue to destroy his life with drugs and alcohol. Good luck in whatever you do, If I can ever be of any help, please call.
Sincerely, *Charles Kenison* Charley
cc: John Robinson D.O.T.

### Termination Notification
### June 13, 2005

***Charles Kenison letter to NH DOT:*** "Dear John, Just to update your files, the following person is no longer employable by the Mt. Washington Railway Co. June 13, 2005 - [redacted] See attached letter (of June 12 above). Sincerely, *Charles Kenison*

### Drug Screen Results
### June 28, 2005

***Charles Kenison memo to [redacted employee]:*** "Your Drug screen results were positive, therefore according to the rules of the substance abuse program you are suspended immediately on receipt of this notice. Your options are to accept termination and your records will indicate that you were terminated for substance abuse or... To immediately enroll in a treatment program and continue to do so until released by them for return to duty. At that point you will be subject to testing for the next 60 months. Any further positive test will

mean immediate dismissal. If you choose the rehab route I must receive verification within 5 working days that you have contacted a treatment agency. The one that is available in the immediate area is: White Mountain Mental Health. If you wish to continue to work here, I can offer you work on the grounds crew until you have completed your treatment program at the current rate of $8.00. - *Charles Kenison*

**Derailment Report**
**June 14, 2005**

***Charles Kenison Letter to NH DOT:*** "Dear John, On June 1, 2005 at 12:12 PM the 12 o'clock train derailed it's([sp] tender at the top of Cold Spring Hill. The derailment was caused by extreme temperature which caused the fireman's side rail to buckle in as soon as the engine passed over it. All passengers were transferred to Engine 9 *(Coach 8)* and returned to base. All 39 passengers were refunded. All passengers on the 10 and 11 o'clock *(No. 3 & No. 10)* were transferred around the 11 o'clock and brought to the base with the #9 *(Coach 8)*. No refunds were offered or requested from these trains. The track was repaired and returned to service at 3:40 PM. Sincerely, *Charles G. Kenison* - General Manger"

**Inspection Report**
**July 13, 2005**

***NH DOT Letter to Charles Kenison:*** *"*Dear Charlie, Listed below are items I encountered during my safety inspections on June 28th & 29th, 2005. These items fail to comply with the safety standards jointly established by the NH DOT's Bureau of Rail & Transit and the Mt. Washington Railway. As in the past I have listed them by bent location, description of the defect and assigned a priority code based on your own Inspection Report forms. None of these deficiencies pose an immediate threat to neither the operation of your trains nor the safe passage of your fares.

| Item no. | Location (Bent #) | Defect Description | Priority Code |
|---|---|---|---|
| 1. | 1072 | More than 4 turning spools in succession | 4 |
| 2. | 1021 | Loose joint- Engineer's side | 3 |
| 3. | 987 | Center broken bar- Fireman's outer | 3 |
| 4. | 930 | Rack mismatched more than 3/8" | 4 |
| 5. | 821 | Center broken bar- Fireman's outer | 3 |
| 6. | 579 | Fewer than 4 non defective ties in 12' | 4 |
| 7. | 452 | Fire damaged side piece | 4 |
| 8. | 500 ½ | Vertical Split Rail Head 1 ½" | Monitor Progression |
| 9. | 487 | Spool wear in excess of 40% | 4 |
| 10. | 468 | Loose joint- Fireman's side | 3 |
| 11. | 434 | Spool wear in excess of 40% | 4 |
| 12. | 423 | Crack in Race in excess of ¾" | 4 |
| 13. | 422 | Crack in Race in excess of ¾" | 4 |
| 14. | 405 | Crack in Race in excess of ¾" | 4 |
| 15. | 367 | 2 successive Track washers under rail- eng. | 4 |
| 16. | 341 | More than 4 turning spools in succession | 4 |
| 17. | 206 | Crack in Race in excess of ¾" | 4 |
| 18. | 205 | Crack in Race in excess of ¾" | 4 |
| 19. | 199 | Crack in Race in excess of ¾" | 4 |
| 20. | 182 | Fewer than 4 non defective ties in 12' | 4 |
| 21. | 142 | Crack in Race in excess of ¾" (2) | 4 |
| 22. | 140 | Rack mismatched more than 3/8" | 4 |

| | | | |
|---|---|---|---|
| 23. | 136 | Crack in Race in excess of ¾” | 4 |
| 24. | 24 | Crack in Race in excess of ¾” | 4 |

I had promised to send along some possible leads to Al in his search for a snow blower. Look for this item via fax by weeks end. The other item I still very much would like to complete is the review of the Track Standards and what needs to be revised and/or updated. Perhaps we can schedule a get together this Fall? Well Charlie, I trust these items above will be corrected and keep up the good work on “The Cog”.

Respectfully Yours, *John H Robinson* - NH Rail Safety Inspector*

** The electronic copy of the Microsoft Word document in the NHDOT archives used an auto-date function in the place where the date of the letter would be. The document’s creation date was July 13, 2005. However the public records official fulfilling Jitney Jr’s document request wrote: “This particular document WAS pointed out to me with emphasis that we could not confirm that it was ever sent. I wanted you to have it just the same.”*

# ≺2006≻

## Revised Cog Railway
## Track & Trestle Standards
## January 1, 2006
### NH DOT Rail Safety

This preamble to the track standards emphasizes that the rules prescribed herein are the ***minimum*** requirement for safety. The railway is both encouraged and expected to maintain higher standards. This section serves to remind that while the standards may only address conditions that exist alone and individually are not in violation, combinations of certain track conditions could present a hazard to the safe movement of trains. Experience has shown that occasionally, such events do occur. If an inspector should encounter such a condition he should immediately bring the condition to the attention of the General Manager, explain the hazard of such a condition and encourage prompt remedial action. Where the Inspector is unable, using his professional experience, to convince the railway to initiate remedial action, he should contact the NH DOT's Rail & Transit Bureau and request assistance. It should not be likely, however, to encounter resistance to the removal of recognized safety hazards.

**Section**

***1. Cog Rack:***

A. There shall be at least three and three quarter inches (3 ¾") between Up-Mountain spool faces.

B. There shall be no more than four and three quarter inches (4 ¾") between Up- Mountain spool faces.

C. The rack shall be bolted on alternating ties or at least every thirty six inches (36")

D. Rack joint mismatch may not exceed three eighths of one inch (3/8").

E. The top of any spool may not be more than three quarters of an inch (3/4") above or below the top of the rail.

F. No spool shall be worn in excess of forty percent (40%) of its original diameter.

G. There shall not be more than four (4) consecutive spools that are turning in a rack

H. Cracks that extend through the comer radius of the angle iron shall require immediate repair or rack replacement

***2. Rails:***

A. The gage shall be no more than twenty-six and three quarter inches (26 ¾") and no less than twenty-four inches (24") measured from the inner edge of the rack to the gage side of the rail

B. There shall not be more than a two inch (2") space between any two (2) jointed rails.

C. Any rail with a piece broken out of the head shall be repaired immediately by either cutting in a piece or completely changing the rail.

***3. Rail Joints:***

A. All rails will be connected a pair of joint bars of a structurally sound design and dimension for the rail on which it is applied.

B. Between the inner most holes, joint bars will not be cracked or broken.

C. There shall be at least one (1) bolt per rail at each joint.

D. Each joint bar shall be held by track bolts tightened to firmly support and maintain the alignment of the abutting rail ends.

E. All track bolts are to be replaced when the side piece upon which it rests is replaced.

***4. Alignment:***

A. The deviation of the mid off-set from a twenty four foot (24') line on both tangent and curved track may not be More than five inches (5").

***5. Track Profile & Surface:***

A. Profile in the rack or either rail may not deviate more than two inches (2") in any twenty-four feet.

B. There may not be more than two and one half inches (2 ½") of super-elevation in any curved section of track.

C. Cross level may not deviate at any point on tangent or reversed elevation on curves may not be more than two and one half inches (2 ½")

***6. Rail Fasteners:***

A. The rail must be spiked, bolted or lagged at least every thirty-six inches (36") on both gage and field sides.

B. Any spike, bolt, or Lag that is loose or ineffective will be considered missing.

***7. Timber condition:***

A. Timber must not be hollow, split or horizontally crushed more than twenty percent (20%)

B. All bents over seventy-two inches (72") high will have lateral braces.

C. All bents over seventy-two inches (72") high will have longitudinal braces on each side and in each direction where practical.

A. All bents over thirty-six inches (36") high will have batter post.

B. There shall be at least three (3) non-defective attached ties per twelve feet (12') of track.

***8. Crossties: (on the ground)***

A. There shall be at least three (3) non-defective ties every twelve feet (12') of track.

***9. Steel Bents:***

A. Steel bents shall be of a design approved by the NH DOT and of at least strength of a new wooden bent construction standards in use at the Cog Railway inn 1989.

B. All joints shall be fully bolted or welded.

C. All bolts shall be of an approved hardness, and size as those in A.

D. All bolts shall be kept tight.

E. Cracks in any part of the bent shall not be allowed.

F. In areas where steel bents are installed adjacent to wood bents and longitudinal bracing is required, bracing shall be installed and fastened to adjacent wood bent.

***10. Repair priorities:***

A. Codes:

1. Repair before the next train is allowed to pass over defective condition.

2. Repair before commencement of the next day's operations.

3. Repair within ten (10) calendar days while monitoring as to assure condition does not degrade to a greater hazard.

4. Repair at the earliest opportunity.

B. Repairs coded 1, 2 or 3 that are not completed within the prescribed time allotment will be considered willfully neglected and subject the Railway to an order to cease operations until such repairs are completed.

C. In the event an order to cease operations is issued, under the criteria outlined in the previous section (8), an inspection by the NH DOT will be required prior to resuming operations.

D. By assigning priority codes 2, 3 or 4 the inspector, by signing the inspection report, has determined it safe to pass trains over the defective condition for the duration of time specified in each priority code.

***11. Track Inspection:***

**A. Track Inspector & Form:**

1. The General Manager shall establish and maintain a current roster of designated Track Inspectors including their basis for qualification. Newly qualified Inspectors may be added at any time.

2. The Railway shall provide an Inspection form for use by the Inspector. All deviation from these standards shall be noted on this form. Other defects or items of concern shall also be included. 3. All forms shall be dated and signed by the inspector.

**B. Frequency & Manner:**

1. A complete inspection of all track components and trestle structures shall be conducted prior to commencing each operating season.

2. All track and switches shall be inspected at a minimum frequency of every two (2) weeks

A. These inspections may be performed by either one (1) riding and one (1) walking or Two (2) walking inspections.

B. All switches shall be walked bi-weekly with the exception of Skyline (see section 7 line D)

C. A walking inspection shall consist of an assessment of all components of the track and trestle listing all defective conditions on the inspection report.

D. Track sections may be inspected separately and on different days.

3. These bi-weekly inspections will be conducted with at least nine-(9) calendar days interval between inspections but not to exceed seventeen (17) calendar days without completion.

**C. The Inspection Form shall include:**

1. Date of the inspection.
2. The section inspected.
3. The location of the defect.
4. A description of the defect
5. A repair priority code assigned to each listed defect.
6. The signature of the Inspector.

***12. Stringer Intermediate Posts***

TBD

***13. Inspection of Hydraulic Shuttle switches:***

A. Switch shall be cycled through it's full range of travel (from normal to diverting route and back) as part of the inspection.

B. Mismatching of rack or running rail at any transition point shall not exceed three eighths of one inch (⅜").

C. All bolts shall be intact and tight

D. Hold down bolts on transition plates must be intact and tight.

E. Snap rings holding actuation linkage pins must not be worn or missing.

F. Any cracks in welds or structure will be repaired in accordance with the Repair Priority Code assigned.

**2006 Track Maintenance Plan**

**To:** John Robinson – NH DOT
**From:** Dave Moody
**Date:** January 3, 2006
**Re:** 2006 Track Maintenance

## Documents -2006

"John - Here is a copy of our Maintenance Plans for 2006. As always, weather is the deciding factor in what will get done. We'll be hoping for a dry & warm Spring. We'll save the cold & wet weather for your inspection days! Happy New Year, Dave"

| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* |
|---|---|---|
| **Center** (in sets) | 20 | 22 |
| **Bents** | 56 | 46 |
| **Racks** | 95 | 80 |
| **Sidepieces** | 103 | 93 |
| **Stringers** | 34 | 31 |

**NH DES Wetlands Bureau**
**NOTICE OF ADMINISTRATIVE COMPLETENESS**
**STANDARD DREDGE AND FILL APPLICATION**
**January 03, 2006**

RE: **Wetlands File Number 2005-03056**
**Mt. Washington Railway, Co.**, Base Rd, Thompson Meserves Purchase
Tax Map/Lot # 1605 / 11

Dear Mr. Presby:

This letter is to acknowledge that on 12/29/2005 the NH DES Wetlands Bureau received your Standard Dredge and Fill application and materials to request a permit for impacts related to a proposed project on the lot(s) mentioned above. The application has been accepted as administratively complete. This means that the application has been found to contain the basic items necessary and has been assigned to Kirsten Pulkkinen.

Your assigned permitting inspector will conduct a detailed technical evaluation of the application, within 75 days of this letter if the project proposes less than 1 acre of jurisdictional impact, or within 105 days if the project proposes 1 acre or more of jurisdictional impact. In the event that more information is needed to complete the application you will receive a written request outlining the specific items required. If these items are not received within 120 days of the request, DES is required by law to deny the application.

Under RSA 482-A, the municipal conservation commission may request that the Bureau hold your application for 40 days from the date of the municipal clerk's signature to allow the conservation commission to review your application. (You may wish to contact your local conservation commission by calling your municipal office). As of this date the conservation commission has not contacted us in writing regarding your project.

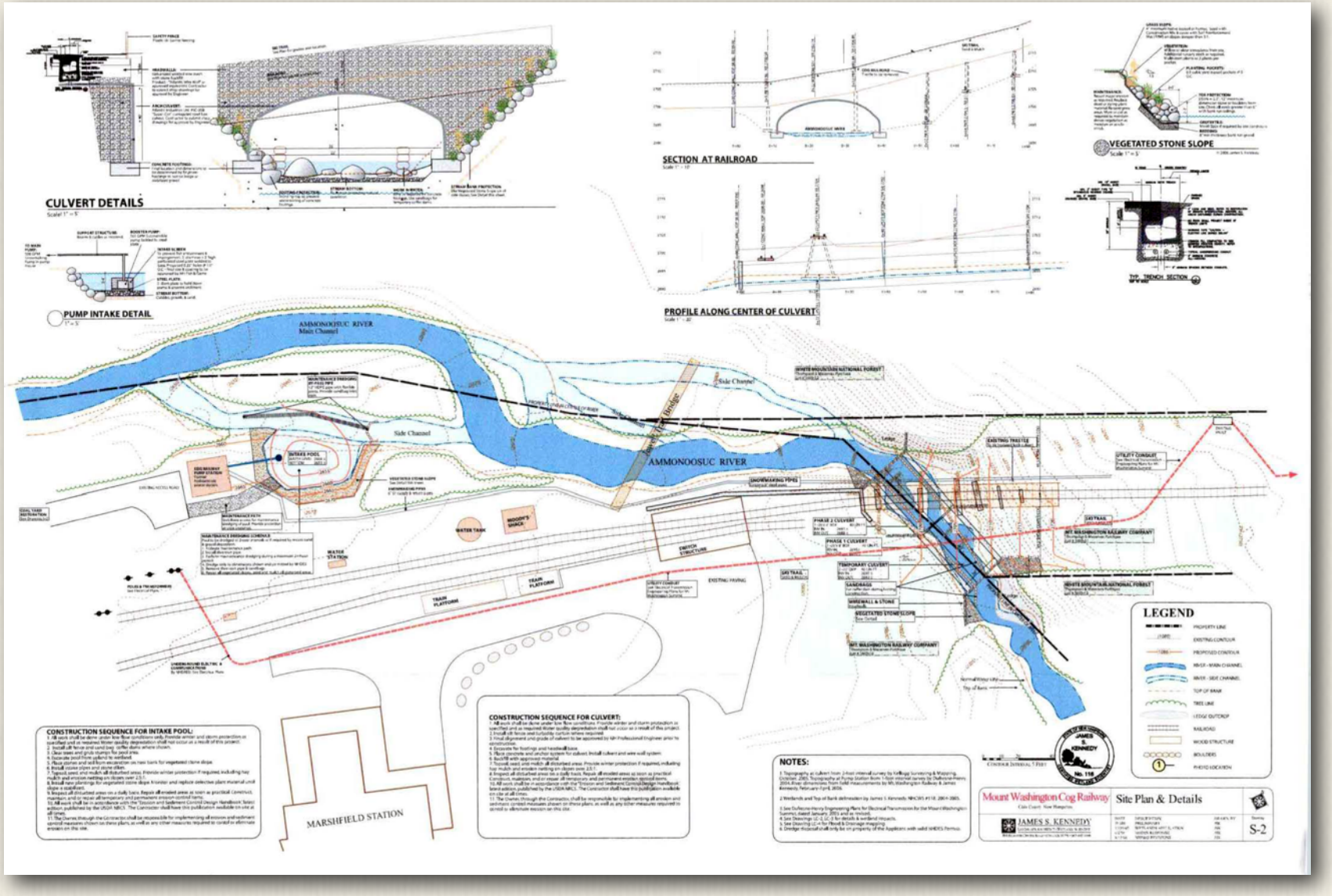
We appreciate your commitment to comply with state wetlands rules and law, and the time you have dedicated to this process. Your continued cooperation will assist us in providing timely attention to your application. Thank you. Sincerely, DES Wetlands Bureau

**NH DES Wetlands Bureau**
**REQUEST for MORE INFORMATION (RMI)**
**March 16, 2006**

Dear Mr. Presby:

The Department of Environmental Services (DES) Wetlands Bureau has reviewed the above referenced application and has determined that the following additional information is needed to clarify and complete it:

1. The Department has reviewed the alternative analysis and appreciates the applicant's effort to improve the ongoing erosion and sedimentation to the Ammonoosuc River; however, the Department typically requires perennial watercourse crossings that are 1.2 times the bankfull width *(Ed note: "Bankfull" is the water level, or*




*stage, at which a stream, river or lake is at the top of its banks and any further rise would result in water moving into the flood plain*). Relocating the crossing to a narrower span of the river may alleviate some of the construction difficulties associated with a 1.2 bankfull width crossing. Providing the requested crossing will avoid channel restriction and future scouring and undermining of the proposed footings.

2. Please clarify the bankfull width of the Ammonoosuc River in the span of the proposed project, by characterizing the river's bankfull width up and downstream and finding the mean.

3. The total disturbance to a river is calculated by summing the lengths of disturbance to the channel and banks; therefore, the project as proposed impacts approximately 285 linear feet and is considered major (Wt 303.02(i)). In accordance with NH Administrative Rule Wt 302.03(b) this project requires mitigation. Spanning the channel will not only be considered the least impacting alternative but will also satisfy mitigation requirements.

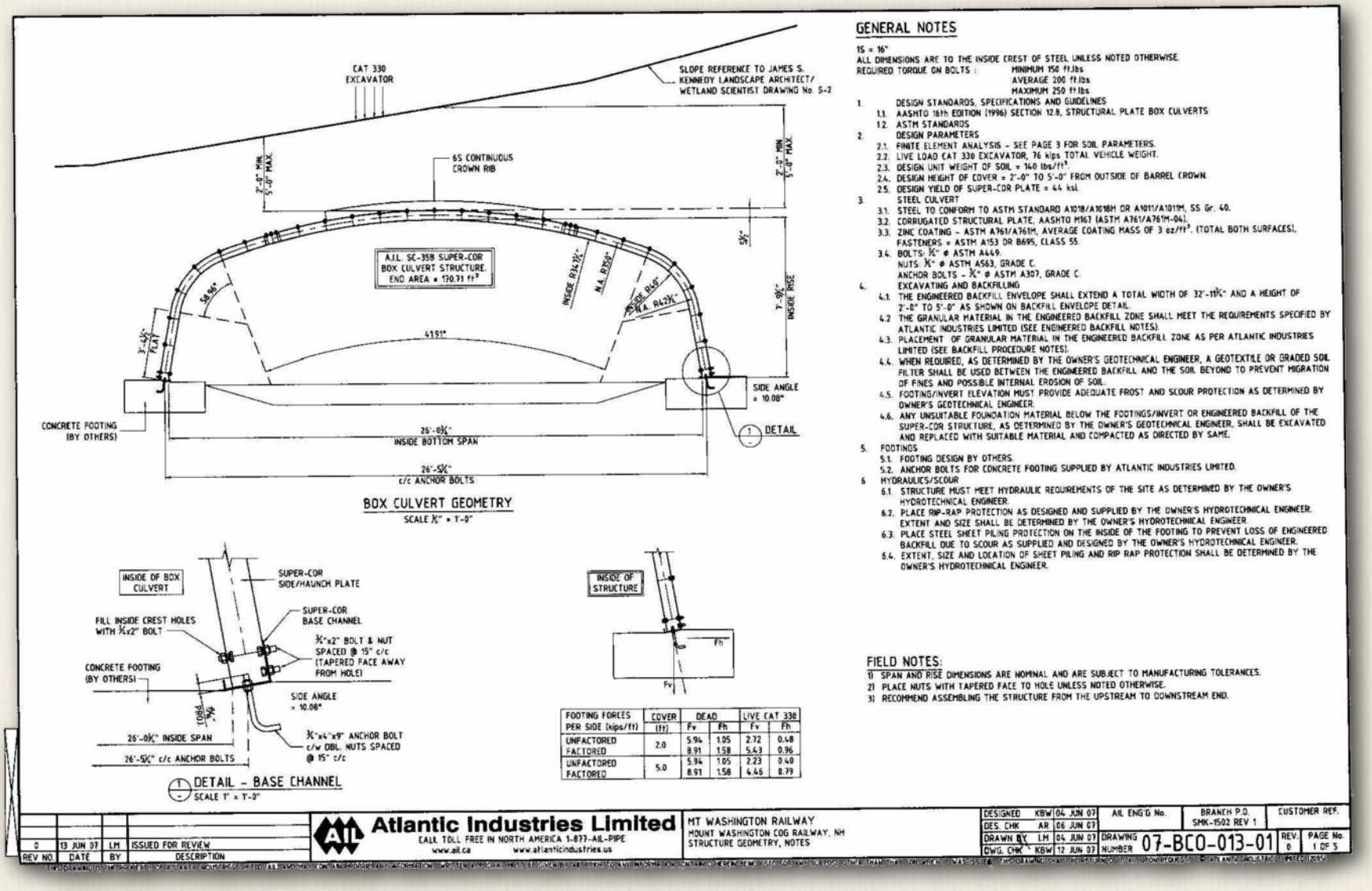
4. Please provide a separate existing conditions plan.

5. Concrete forms are not an approved cofferdam method. Spanning the channel should negate the need to work in water and the use of cofferdams. In the event working in the water is necessary please utilize sandbags or other proved engineering methods for cofferdams.

6. If applicable please clarify the temporary culverts role in the arch culvert construction.

7. Please consider providing planting pockets at a minimum of 3 feet on center. Please also clarify the frequency of plantings within each pocket.

8. Both the DES Wetlands Bureau and the Department of Fish and Game suggest distancing the snowmaking pond, to the fullest extent possible, from the Ammonoosuc River and establishing a forested buffer between the intake pool and the river. Establishing a wider forested buffer should lessen the probability of overtopping or a blow-out, both of which would likely require structural maintenance and/or sediment removal.




GENERAL NOTES

1S = 16"
ALL DIMENSIONS ARE TO THE INSIDE CREST OF STEEL UNLESS NOTED OTHERWISE.
REQUIRED TORQUE ON BOLTS : MINIMUM 150 ft.lbs
AVERAGE 200 ft.lbs
MAXIMUM 250 ft.lbs

1. DESIGN STANDARDS, SPECIFICATIONS AND GUIDELINES
1.1. AASHTO 16th EDITION (1996) SECTION 12.8, STRUCTURAL PLATE BOX CULVERTS
1.2. ASTM STANDARDS
2. DESIGN PARAMETERS
2.1. FINITE ELEMENT ANALYSIS - SEE PAGE 3 FOR SOIL PARAMETERS.
2.2. LIVE LOAD CAT 330 EXCAVATOR, 76 kips TOTAL VEHICLE WEIGHT.
2.3. DESIGN UNIT WEIGHT OF SOIL = 140 lbs/ft³.
2.4. DESIGN HEIGHT OF COVER = 2'-0" TO 5'-0" FROM OUTSIDE OF BARREL CROWN.
2.5. DESIGN YIELD OF SUPER-COR PLATE = 44 ksi.
3. STEEL CULVERT
3.1. STEEL TO CONFORM TO ASTM STANDARD A1018/A1018M OR A1011/A1011M, SS Gr. 40.
3.2. CORRUGATED STRUCTURAL PLATE, AASHTO M167 (ASTM A761/A761M-04).
3.3. ZINC COATING - ASTM A761/A761M, AVERAGE COATING MASS OF 3 oz/ft². (TOTAL BOTH SURFACES). FASTENERS = ASTM A153 OR B695, CLASS 55.
3.4. BOLTS: ¾" ø ASTM A449.
NUTS: ¾" ø ASTM A563, GRADE C.
ANCHOR BOLTS - ¾" ø ASTM A307, GRADE C.
4. EXCAVATING AND BACKFILLING
4.1. THE ENGINEERED BACKFILL ENVELOPE SHALL EXTEND A TOTAL WIDTH OF 32'-11¾" AND A HEIGHT OF 2'-0" TO 5'-0" AS SHOWN ON BACKFILL ENVELOPE DETAIL.
4.2 THE GRANULAR MATERIAL IN THE ENGINEERED BACKFILL ZONE SHALL MEET THE REQUIREMENTS SPECIFIED BY ATLANTIC INDUSTRIES LIMITED (SEE ENGINEERED BACKFILL NOTES).
4.3. PLACEMENT OF GRANULAR MATERIAL IN THE ENGINEERED BACKFILL ZONE AS PER ATLANTIC INDUSTRIES LIMITED (SEE BACKFILL PROCEDURE NOTES).
4.4. WHEN REQUIRED, AS DETERMINED BY THE OWNER'S GEOTECHNICAL ENGINEER, A GEOTEXTILE OR GRADED SOIL FILTER SHALL BE USED BETWEEN THE ENGINEERED BACKFILL AND THE SOIL BEYOND TO PREVENT MIGRATION OF FINES AND POSSIBLE INTERNAL EROSION OF SOIL.
4.5. FOOTING/INVERT ELEVATION MUST PROVIDE ADEQUATE FROST AND SCOUR PROTECTION AS DETERMINED BY OWNER'S GEOTECHNICAL ENGINEER.
4.6. ANY UNSUITABLE FOUNDATION MATERIAL BELOW THE FOOTINGS/INVERT OR ENGINEERED BACKFILL OF THE SUPER-COR STRUCTURE, AS DETERMINED BY THE OWNER'S GEOTECHNICAL ENGINEER, SHALL BE EXCAVATED AND REPLACED WITH SUITABLE MATERIAL AND COMPACTED AS DIRECTED BY SAME.
5. FOOTINGS
5.1. FOOTING DESIGN BY OTHERS.
5.2. ANCHOR BOLTS FOR CONCRETE FOOTING SUPPLIED BY ATLANTIC INDUSTRIES LIMITED.
6 HYDRAULICS/SCOUR
6.1. STRUCTURE MUST MEET HYDRAULIC REQUIREMENTS OF THE SITE AS DETERMINED BY THE OWNER'S HYDROTECHNICAL ENGINEER.
6.2. PLACE RIP-RAP PROTECTION AS DESIGNED AND SUPPLIED BY THE OWNER'S HYDROTECHNICAL ENGINEER. EXTENT AND SIZE SHALL BE DETERMINED BY THE OWNER'S HYDROTECHNICAL ENGINEER
6.3. PLACE STEEL SHEET PILING PROTECTION ON THE INSIDE OF THE FOOTING TO PREVENT LOSS OF ENGINEERED BACKFILL DUE TO SCOUR AS SUPPLIED AND DESIGNED BY THE OWNER'S HYDROTECHNICAL ENGINEER.
6.4. EXTENT, SIZE AND LOCATION OF SHEET PILING AND RIP RAP PROTECTION SHALL BE DETERMINED BY THE OWNER'S HYDROTECHNICAL ENGINEER.

| FOOTING FORCES PER SIDE (kips/ft) | COVER (ft) | DEAD Fv | DEAD Fh | LIVE CAT 330 Fv | LIVE CAT 330 Fh |
|---|---|---|---|---|---|
| UNFACTORED | 2.0 | 5.94 | 1.05 | 2.72 | 0.48 |
| FACTORED | | 8.91 | 1.58 | 5.43 | 0.96 |
| UNFACTORED | 5.0 | 5.94 | 1.05 | 2.23 | 0.40 |
| FACTORED | | 8.91 | 1.58 | 4.46 | 0.79 |

FIELD NOTES:
1) SPAN AND RISE DIMENSIONS ARE NOMINAL AND ARE SUBJECT TO MANUFACTURING TOLERANCES.
2) PLACE NUTS WITH TAPERED FACE TO HOLE UNLESS NOTED OTHERWISE.
3) RECOMMEND ASSEMBLING THE STRUCTURE FROM THE UPSTREAM TO DOWNSTREAM END.

| REV NO. | DATE | BY | DESCRIPTION |
|---|---|---|---|
| 0 | 13 JUN 07 | LM | ISSUED FOR REVIEW |

Atlantic Industries Limited
CALL TOLL FREE IN NORTH AMERICA 1-877-AIL-PIPE
www.ail.ca www.atlanticindustries.us

MT WASHINGTON RAILWAY
MOUNT WASHINGTON COG RAILWAY, NH
STRUCTURE GEOMETRY, NOTES

| | | | |
|---|---|---|---|
| DESIGNED | KBW | 04 JUN 07 | AIL ENG'G No. |
| DES. CHK | AR | 06 JUN 07 | BRANCH P.O. SMK-1502 REV 1 |
| DRAWN BY | LM | 04 JUN 07 | CUSTOMER REF. |
| DWG. CHK | KBW | 12 JUN 07 | DRAWING NUMBER 07-BCO-013-01 |

REV. 0 | PAGE No. 1 OF 5

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9. Please provide additional details regarding the expansion of the snowmaking pond and the proposed changes to the berm separating the pond from the Ammonoosuc River. Please include a cross section plan as part of the requested additional details.

10. Please also provide additional details regarding the construction and need of the proposed rock dike at the water intake pipe and clarify if the water intake pipe is existing.

11. Please be advised in accordance with our State General Programmatic Permit agreement with the US Army Corps of Engineers, the permittee is required to coordinate with the NH Division of Historic Resources to assess and mitigate the project's effect on historic resources. Please contact Jim McConaha at the Division of Historic Resources.

Please include the file number *(#2005-03056)* on all correspondence and provide to the town Conservation Commission a copy of all information submitted to this office. Please submit the above-requested information as soon as practicable. In accordance with recent changes to RSA 482-A:3, if the requested information is not received within 120 days of this request, the Department is obligated to deny the application. Therefore, if DES does not receive a complete response to the above-requested information by July 14, 2006, your permit will be denied.

If you have any questions, please contact me at (603) 271-4188 or via e-mail.

Sincerely, *Kirsten Pulkkinen* - Wetlands Inspector

**NH DES Wetlands Bureau**
**Telephone Note**
**March 20, 2006**

**DES WETLANDS INSPECTOR:** Kirsten Pulkkinen

**PURPOSE OF CALL:** Request copies of the F&G comments and 3/16/2006 RMI and clarify questions regarding 3/16/2006 RMI.

**PERSON CALLED / SPOKEN TO:** James Kennedy

**DESCRIPTION:** Cog Railway is on a 90 foot ROW, there is no where else to construct the crossing. There are existing constrictions up and down stream and a high gradient. At a minimum the crossing will span the stream bed and be out of water, but won't span 1.2 times the bankfull width. There is a 35% grade up Mt. Washington with no relief for the span. The main channel is 15 feet below the side channel. The temporary culvert is existing and snow was placed over it, this culvert is not needed for arch culvert construction and will be removed. Its construction has not impacted the channel. The intake pipe with rock dike is proposed.

Materials will be submitted in response to the 3/16/06 RMI.

**Summer Season Letter**
**April 28, 2006**

***Kenison to John Robinson DOT:*** "Dear John, This letter is to certify our track and rolling stock for the Summer season beginning tomorrow, April 29, 2006. The track has been inspected and approved to Skyline Platform, where *(we)* will terminate our trips for the first weekend due to heavy snow and ice covering. Dave Moody; Jamie Plummer, and Keith Farrias are our track inspectors this year. Engine 8 and engine 10 are ready to go and the other 5 will be ready by late May after extensive boiler work. Coaches 9 and 2 are ready for service and all others will be ready by late May except #8 which is getting a new paint job and new seating. This coach should be ready by July 1. Our chief Engineer, Al Laprade is working on a design for a diesel powered locomotive of which we will be submitting plans to you shortly. Nigel Day has nearly completed construction of the alterations to #9 locomotive for oil firing. As soon as we have authorization from Hartford Steam Boiler and the National Board we will begin trials with it. We are looking forward to a busy season if gasoline prices and supply don't stop them from coming. I'm sure you have heard the news about the Hotel and Ski area. I don't expect it to affect us much except that funds for completing projects may be more readily available and Wayne will probably be more involved here.

Sincerely, *Charles Kenison* - General Manager"

**NH DES Wetlands Bureau**
**May 25, 2006**

**DES WETLANDS INSPECTOR:** Kirsten Pulkkinen

**PURPOSE OF CALL:** Clarify how to respond to NHB, F&G, and clarify bankfull width and get sense of if the proposed culvert will be sufficient.

**PERSON CALLED / SPOKEN TO:** James Kennedy

**DESCRIPTION:**

**9:45 AM:** I indicated materials could be sent separately to Kim Tuttle, F&G or solely to DES Wetlands, in which case I would coordinate review with F&G. I inquired about any revisions to the proposed snow pond. Mr. Kennedy indicated the snowmaking pond has been constructed a couple years ago and impacts would be considered after-the-fact. When the pond was constructed the bank was dug out, there currently is no bank between the pond and the Ammonoosuc side channel. The water intake pipe has not been constructed and revised plans remove the proposed pipe. The only pump is in the cog railway pump station, which pumps from the pond. The average channel width is 12 feet; the average bankfull width is 18 feet. The proposed crossing is at the widest part of this stretch. The proposed cog railway improvement will switch the fuel source from coal to diesel. I indicated I would attempt to relay bankfull information and get a sense of whether or not additional mitigation would be necessary.

**3:38PM:** I indicated at this time I could not provide a definite answer regarding mitigation. I suggested sending the response to the 3/16/06 RMI for Department review at which time the necessity of mitigation would be addressed and indicated any suggestions would be welcome.

**NH DES Wetlands Bureau**
**FIELD INSPECTION REPORT**
**June 6, 2006**

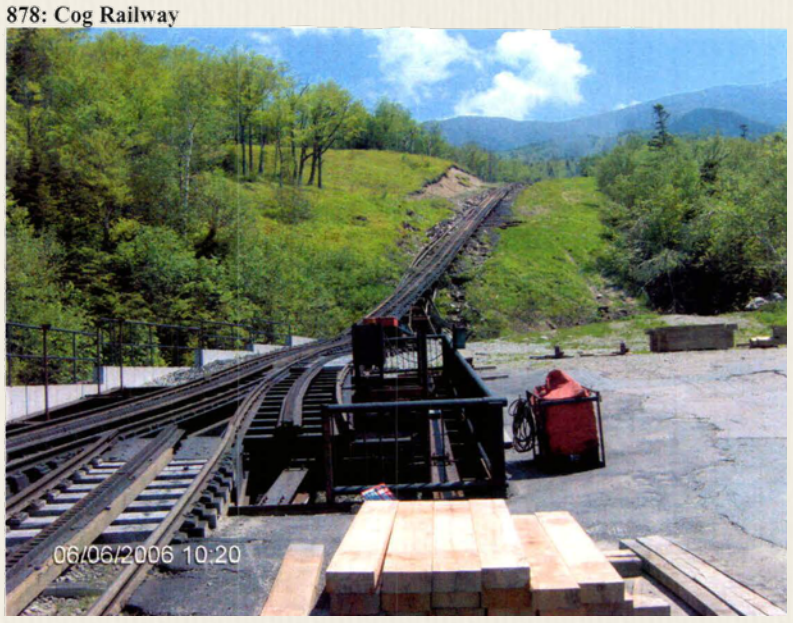
**FILE #:** 2005-3056
**OWNER/APPLICANT NAME:** Mt. Washington Railway Company, Wayne Presby
**SITE LOCATION:** Thompson & Merserves Purchase
**WATERBODY:** Upper Ammonoosuc River
**DES INSPECTION PERSONNEL:** Kirsten Pulkkinen
**OTHER PARTIES IN ATTENDANCE:** Kim Tuttle, NH F&G; James Kennedy; Charlie Kenison, Cog Railway

**INSPECTION NOTES:** Weather is approx 65 degrees, clear skies.

1. Cog Railway *(878)*.

2. DES inspected proposed 80-foot culvert area *(879, 882-891)*.

**878: Cog Railway**




**883: Proposed culvert area**




a. Un-permitted temporary culverts provided 60 feet width (3 20-foot CMP's) for skiers *(880/881)*.

**887: Unpermitted temporary culverts**

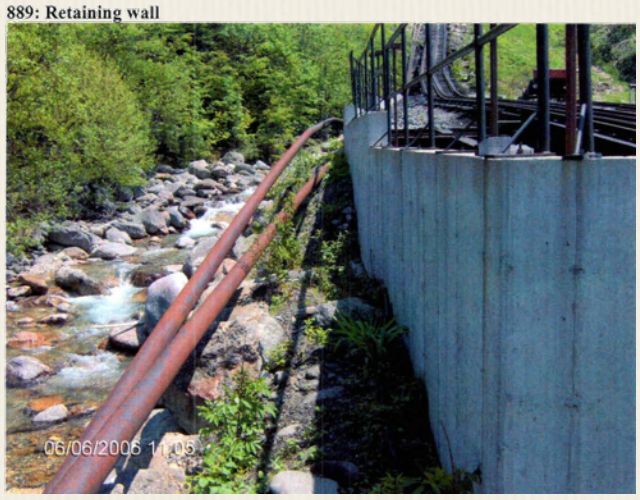



b. Approximately 40 feet needed for ski trail. Current trestle not more than 10 feet in width.

c. Existing trestle elevation must be maintained, culvert dimensions were determined based on this elevation. Minimum 5 feet of cover is needed.

d. Mr. Kennedy stated culvert width and length (possibly twin 32 foot arch culverts) could be revised, height could not.

**889: Retaining wall**




3. Bankfull measurements taken at three upstream locations by NH F&G. Measurements were determined to be 45.1, 30.4 and 33.8. Average =36.43, 1.2 times bankfull = 43.72. Average bankfull width contradicts 21.2 foot bankfull width average presented by applicant.

4. Existing retaining wall; appears to be constructed in bank *(889,890,894)*.

5. Second side channel between main channel and side channel depicted on plans is not depicted on plans, revised plans submitted.

**895: Snowmaking pond**




6. Existing un-permitted snow pond *(895-906)*

a. Constructed November 2004.

b. Channel dredged.

c. Loam and seed banks of pond also proposed.

d. Sandbags noted at overflow.

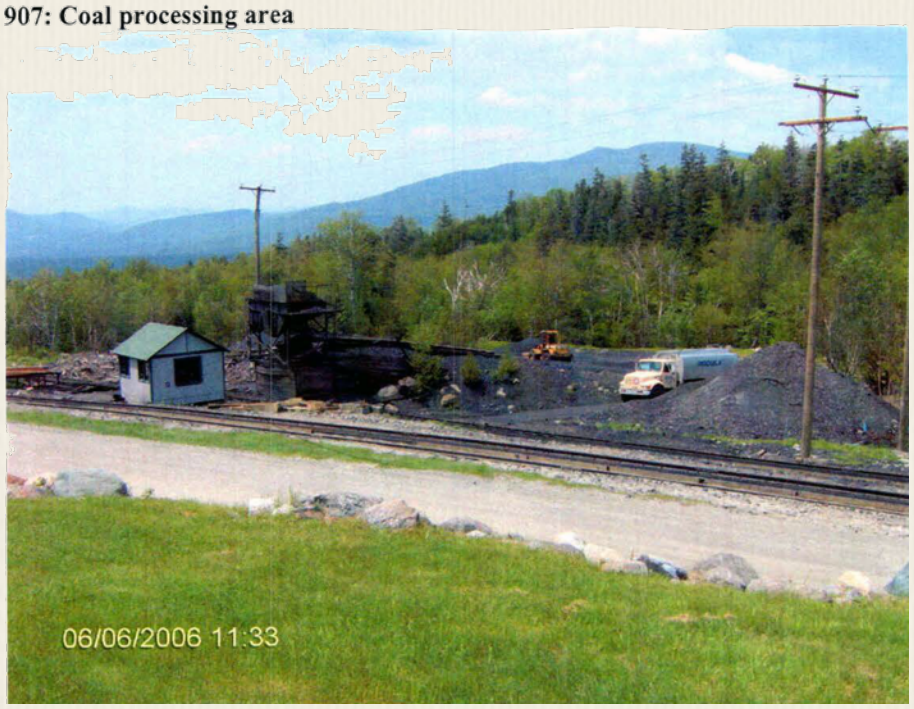
e. NH F&G concerns fish will be trapped in pond and consumed by intake.

f. Intake of fish confirmed by Cog Railway.

g. Adult wild trout confirmed in pond by NH F&G.

h. Screen at intake presented as possible solution by applicant.

**907: Coal processing area**

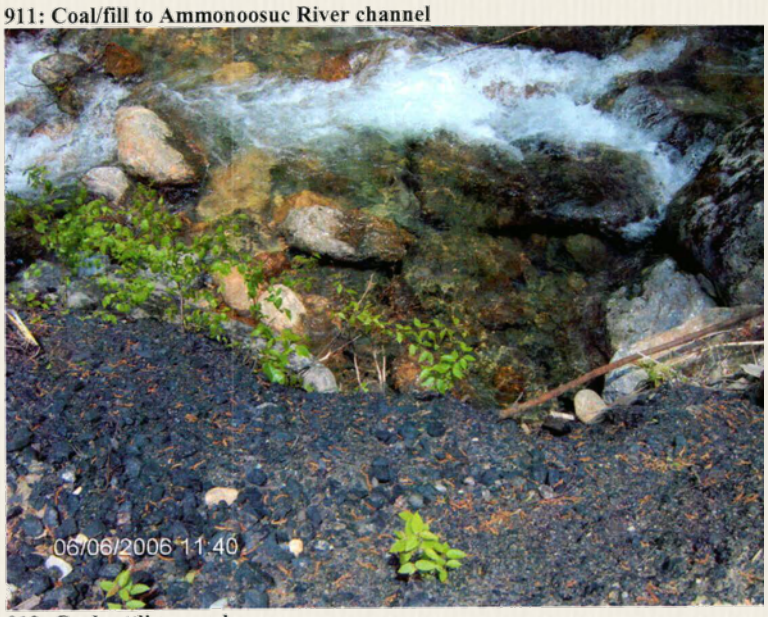



7. Coal/fill noted at channel: *(907-911)*

a. Downstream of existing snow pond.

b. Determination TOB not possible.

**911: Coal/fill to Ammonoosuc River channel**




8. Coal settling pond *(912/913)*.

a. Constructed between coal area and Ammonoosuc River, intercepts flow before entering river.

b. Doesn't appear to be constructed in jurisdiction.

**912: Coal settling pond**




9. Existing fire pond *(914/915)*.

**914: Fire pond**




a. Constructed in intermittent stream.

b. Mr. Kennedy indicated the pond could not provide the volume of water required for snow making.

**NH DES Wetlands Bureau**
**REQUEST FOR MORE INFORMATION**
**June 08, 2006**

Dear Mr. Presby:

The Department of Environmental Services (DES) Wetlands Bureau has reviewed the above referenced application and has determined that the following additional information is needed to clarify and complete it:

1. As discussed during the June 06, 2006, field inspection the DES Wetlands Bureau requests the culvert lengths be minimized to the greatest extent possible. The Department also suggests restoration of the Ammonoosuc River in the area of the proposed culvert as well as restoration of jurisdictional areas impacted by coal operations. Please contact the Department to schedule a meeting to discuss details regarding restoration.

2. Existing and potential impacts to stream morphology and fisheries requires the DES Wetlands Bureau to request restoration of the existing snowmaking pond and relocation of the pond to an alternate area that provides an established vegetative buffer. During the June 06, 2006 field inspection DES Wetlands Bureau and NH Fish and Game staff noted an existing fire pond that could possibly be expanded to meet the requirements for snowmaking.

3. Surface water withdrawal?

4. Please know the DES Wetlands compliance section may be considering penalties for the unpermitted temporary and permanent impacts to jurisdictional areas presented by the applicant and documented by the Department during the June 06, 2006 field inspection. Please contact Tracey Boisvert, Compliance Supervisor for further information.

Please include the file number *(#2005-03056)* on all correspondence and provide to the town Conservation Commission a copy of all information submitted to this office. Please submit the above-requested information as soon as practicable. In accordance with recent changes to RSA 482-A:3, if the requested information is not received within 120 days of this request, the department is obligated to deny the application. Therefore, if DES does not receive a complete response to the above-requested information, your permit will be denied.

If you have any questions, please contact me at (603)271-4188 or via e-mail.
Sincerely, *Kirsten Pulkkinen* - Wetlands Inspector

**NH DES Wetlands Bureau**
**Telephone Note**
**June 09, 2006**

**DES WETLANDS INSPECTOR:** Kirsten Pulkkinen

**PURPOSE OF CALL:** Obtain US Forest Service determination of Ammonoosuc River bankfull width as proposed crossing.

**PERSON CALLED / SPOKEN TO:** Livia Crowley

**DESCRIPTION:** Mrs. Crowley referred to the New Hampshire 2005 Regional Hydraulic Geometry Curves. With a 1.9 square mile watershed Mrs. Crowley determined the bankfull width to be 16.4 feet. Mrs. Crowley also stated streams of this lesser size were not surveyed and the scale may be off.

**NH DES Wetlands Bureau**
**Meeting Memo**
**June 09, 2006**

**Time/From:** 2:00 To: 2:30

**Purpose of Meeting:** Confirm bankfull with of Ammonoosuc River at proposed crossing presented by Livia Crowley, US Forest Service, 16.4 feet.

**Parties Present:** DES Wetlands Staff - Kirsten Pulkkinen, Craig Rennie

**Topics Discussed:** Craig Rennie reviewed the New Hampshire 2005 Regional Hydraulic Geometry Curves and confirmed the bankfull width determined by the US Forest Service.

**NH DES Wetlands Bureau**
**Telephone Note**
**June 15, 2006,** 9:30AM

**DES WETLANDS INSPECTOR:** Kirsten Pulkkinen
**PURPOSE OF CALL:** RMI *(Request for More Information)*
**PERSON CALLED / SPOKEN TO:** Jim Kennedy
**DESCRIPTION:**

- *Hydro-station was utilizing pipes that come down along river.*
- *The intake pool/pond is new construction. It was constructed mostly in uplands, but did blow out bank. Constructed November 2004.*
- *The side channel usually dries up in the summer; recently there has been more flow.*
- *An intake option to stop biota, but allow flow, is side channel with controlled flow by cut off upstream.*
- *Site-Specific application is in the works, possible submittal this year.*
- *Settling pond was constructed about a year ago.*
- *May have to flatten and slightly lower arch to shorten.*
- *What are the flows of the river during uptake and what is the volume withdrawn?*
- *Water reporting and registration completed/conducted?*

**NH DES Wetlands Bureau**
**Meeting Memo**
**June 20, 2006**

**Time/From:** 11:00 **To:** 12:30

**Purpose of Meeting:** Discuss proposal.
**Parties Present:** Wayne Presby - Applicant Jim Kennedy – Agent
**DES Wetlands Staff:** Collis Adams Craig Rennie Kirsten Pulkkinen
**Topics Discussed:** Pond construction 11/04. Construction impacted bank, not channel. Old hydro-station pipes were gravity feed. Possible intake, infiltration in main stem and pond restoration or intake option upstream to stop biota from entering side channel, but still allow flow. NHFG concerns still include: 1. Lack of screen 2. Possibility of intake in main stem or side channel with infiltration gallery. 3. Length of proposed culverts

Reduction of proposed culverts to two 32-inch, is not possible. 26-foot width would allow for a 7.9-foot height. 24-foot width would allow for a 10-foot height.

Coal/fill documented during site inspection. Possible to reduce concrete bunker and restore coal area. Site-Specific application was in the works for possible submittal this year.

Further discussion with NHFG needed regarding appropriate width of culvert and pond intake. DES will meet with NHFG and relay comments/suggestions

Contact Paul Piszczek or Wayne Ives 271-3548 to confirm aquatic base flow interim policy used by USFWS to come up with a minimum flow at which uptake can occur.

Permit may be contingent on restoration plan for coal/fill within Ammonoosuc River and Site Specific proposal.

Documents Provided to Party: Informational Material regarding Water Use Registration and Reporting in NH (attached).

**DES & Party's plans or expectations:** DES will meet with NHFG and relay comments/suggestions. Restoration plan for documented coal/fill along Ammonoosuc River bank will be prepared and may include stormwater upgrades for coal area

**NH DES Wetlands Bureau**
**Telephone Note**
**June 27, 2006,** 3:27 PM

**DES WETLANDS INSPECTOR:** Kirsten Pulkkinen

**PURPOSE OF CALL:** Confirm bankfull width at proposed crossing.

**PERSON CALLED / SPOKEN TO:** Kim Tuttle, NHFG

**DESCRIPTION:** NHFG OIT also concluded 1.9 square mile watershed. Difficult to field determine bankfull width because flashy, snowmelt, high gradient, and no floodplain. Eighty foot length of culvert still a concern because will limit fish passage, so if can shorten and widen will allow for more light.

**NH DES Wetlands Bureau**
**Meeting Memo**
**July 10, 2006**

**Purpose of Meeting:** Discuss NHFG concerns regarding proposed project. Proposed culvert width. Existing intake pool. Possibility of alternate intake.

**Parties Present:** Kim Tuttle, NHFG John Magee, NHFG

**DES Wetlands Staff:** Kirsten Pulkkinen

**Topics Discussed:** If culvert is too narrow the velocities may shoot over to the side channel and impact WMNF property. If culvert is appropriately sized, length is less of a concern. Infiltration in main stem may fail given substrate and shallow depth of water. Installation and maintenance impacts are significant. Existing pond with appropriate screen may be appropriate, main concern regarding pond is maintenance schedule. Opening pond outlet may also be appropriate. NHFG field inspection is needed to determine appropriate width of crossing, appropriateness of existing pond, and possibility of main stem screened intake.

**DES & Party's plans or expectations:** NHFG will inspect the site and relay suggestions/finding regarding culvert width and appropriate intake method.

**NH DES Wetlands Bureau**
**Telephone Note**
**July 10, 2006**

**DES WETLANDS INSPECTOR:** Kirsten Pulkkinen

**PURPOSE OF CALL:** RMI

**PERSON CALLED / SPOKEN TO:** Jim Kennedy

**DESCRIPTION:** NHFG will conduct a site visit to determine the appropriate crossing width and appropriateness of the existing snow making pond and possibility of screened intake in the main stem. I also mentioned the Wetlands Bureau Enforcement Section may be in contact regarding documented un-permitted impacts to jurisdictional areas. I agreed to contact Jim or have NHFG contact Jim to announce the inspection date.

**NH DES Wetlands Bureau**
**Telephone Note - July 16, 2006**

**DES WETLANDS INSPECTOR:** Kirsten Pulkkinen
**PURPOSE OF CALL:** Respond RMI
**PERSON CALLED / SPOKEN TO:** Jim Kennedy
**DESCRIPTION:**
***Flows:*** 450gal/min - 1ft3/sec - 320,000gal/day - 500gal/min pump
***Possible proposal:*** Restore pond and put 8-inch pipe in river for withdrawal.
***River:*** 1 cfs, running good.
***Overall, what is:*** pumping will not cause dry up.
***Topography*** of bank prior to pond construction is available.

**Mt. Washington Railway**
**Board of Directors Meeting**
**July 25th, 2006**

Agenda

WINTER OPERATIONS:
Weekends and Holidays? Ride only, How far?

***Skier/Rider results for 2006 December through March***

| | Weekday | Weekend and Holiday |
|---|---|---|
| Ski | 450 | 672 |
| Ride only | 948 | 1953 |
| Total: | 1398 | 2625 |

Snowmobile Trail? Diesel Engine Schedule?
No trains, do we keep building open? Make arrangements with ski areas for employees?
If we don ' t operate will the State still Plow?

#9 OIL CONVERSION
Reports from Al and Greg, requirements of State Boiler inspector. What's the next step?
Can You set some deadlines for the diesel to keep Al on track.

ANNUAL WAGE INCREASES
Usually done in April How much if any?

ROAD AND PARKING LOT CONDITION
Pike will be paving up to the RV lot for the State
Should we pay to have them continue to Marshfield?
What is the status of the Drainage and paving plan?

WHAT IS THE STATUS OF THE CULVERT/ ELECTRIC POWER CABLE?

PLOWING
We need a vehicle to plow with, what are the options?

CHARITABLE CONTRIBUTIONS
Babs
WMAA- Jerry West Tax credits?

PERSONAL OPTIONS?
Taxes
Stock

**Proposed Mt. Washington Railway**
**Diesel Locomotive**
**Characteristics & Specifications**
**August 10, 2006**

***Description of Rail System***

- Length of track from base (Marshfield Station) to Mount Washington Summit = 14500 ft (2-¾ miles)
- Elevation gain from base to summit = 3588 ft (6288 ft - 2700 ft)
- Grade varies from 0% (shop transfer and summit) to 37.41% (Jacob's Ladder) with a mean grade of 25%.

- Entire rail system is on an elevated timber trestle.

***Description of Train***

- One (1) passenger coach pushed by one (1) locomotive. The locomotive is always positioned below the coach, both ascending and descending, and the coach and locomotive are never coupled mechanically.

***Description of Coach***

- Empty weight = 14000#
- Weight of passengers = 13800#
- Total weight of loaded coach = 27800#

***Coach braking systems:*** Each of two axles are fitted with a pair of manually applied external shoe brakes. In addition, the down mountain axle is fitted with a manually applied disk brake/multiple hydraulic caliper system acting through a one way (sprag) clutch to prevent inadvertent rollback on ascent.

***Description of Proposed Locomotive***

- Weight of locomotive shall not exceed 30000# to limit the maximum wheel load To 7500#
- Locomotive shall be capable of pushing one (1) fully loaded coach up the mountain on the steepest grade (37.41%) at a maximum speed of 6.72 fps and be capable of accelerating on the steepest grade from O to 6.72 fps in 5 seconds.

- The locomotive drive will be as follows:
  - Two (2) 25 tooth drive cog gears PD= 31.737"
  - Two (2) 16 tooth braking cog gears PD= 20.372"
- Each of the 25 tooth drive cogs shall be driven by a Parker F 11-250 fixed displacement hydraulic motor through an Eskridge 1000 gear drive-wheel output 40.41 :1 single planetary.

- Each of the 16 tooth braking cogs shall be keyed to two ( 2) 20" dia brake disks fitted with a single truck style air brake caliper (i.e. spring applied for parking and loss of air pressure and air applied when used as a service brake)

- Estimated drive cog tooth load and torque under various operating conditions are summarized below:

| | ***tooth load*** | ***torque (r = 15.9")*** |
|---|---|---|
| *total load incl rolling friction and accel/cog | 12013# | 191007 in-lb |
| *total max running load/cog | 10802# | 171760 in-lb |
| *total average running load/cog | 7686# | 122207 in-lb |
| **total emergency load | 20300# | 362770in-lb |

*assumed equal load distribution between the two drive cogs

**assumed max load on one cog if second cog is completely unloaded because of de-rackment, failed gearbox, etc. This load is described to ensure holding capability of system i.e. to prevent uncontrolled rollback of the train. The system is not intended to move the train in this condition.

Design for 191007 in-lb/cog

Cog rotational speed= 49.8 rpm max
Hyd motor speed = 2012 rpm

***Locomotive control requirements***

- "Joystick" operation to control locomotive speed and direction. Speed shall be proportional to joystick displacement from neutral position. Movement of joystick to neutral shall cause the locomotive to decelerate and stop in a controlled manner and hold on grade. Holding function may be effected either hydraulically or by application of the air brakes.

- Air brake control shall be integrated with hydraulic controls i.e. in the event of hydraulic system failure which would allow uncontrolled descent of the train, the hydraulic control system shall cause the air brakes to apply. The air brakes shall automatically slow and ultimately stop the train in a controlled manner without excessive deceleration so as to prevent shock loading of the drive or rack regardless of grade or passenger load.

- The air brakes shall be capable of being manually set for parking

- The drive cogs hydraulic system shall employ a "differential action" to accommodate slight irregularities in cog rack pitch. The differential action must be limited to prevent over-speeding of one cog gear in the event of uncoupling the second cog gear from the rack.

- The hydraulic system shall be capable of continuously braking the loaded train from summit to base at the maximum design speed without overheating the hydraulic oil and system components at a max ambient temperature of 95 degrees F. Partial diesel engine braking may be considered.

- The hydraulic system shall :be capable of detecting and react by braking a partial cog gear de-rackment i.e. by sensing relative speed differences between drive cogs, increase in vertical distance between the locomotive chassis and railhead etc

- The control system shall be capable of sensing and preventing an overspeed condition.

***Diesel Engine Characteristics***

Cummins model VTA- 903T
500 HP @ 2600 RPM
Max Torque = 1020 ft-lb @ 2400 RPM

***Long term goals***

- Provide the actual location; speeds etc of each train in real time.

- Integrate the coach disk brake/sprag clutch system with the locomotive control system to provide an additional level of safety.

- Consider utilization of the train's potential energy on decent to advantage.

**NH DES Wetlands Bureau**
**Telephone Note**
**August 29, 2006**

**DES WETLANDS INSPECTOR:** Kirsten Pulkkinen
**PURPOSE OF CALL:** Respond RMI
**PERSON CALLED / SPOKEN TO:** Jim Kennedy
**DESCRIPTION:** Please revise plans to include:

1. TOB

2. Coal/fill pile to bank/bed of Ammonoosuc River, as documented during the 06/06/2006 site inspection, photograph 909. Also need square feet and linear feet of impact to be restored.

3. Revised plans will be mailed.

Need photographs that document coal/fill impact to bank/bed.

4. Photographs will be submitted.

Clarify area of proposed bank stabilization.

5. Bank restoration is proposed in areas where fill has impacted the bank.

**NH DES Wetlands Bureau**
**Transmittal Letter**
**September 19, 2006**

Dear Mr. Presby :

Attached please find Wetlands Permit # 2005-03056 to dredge and fill 697 sq ft (approximately 70 linear ft) within the bed and bank of the Ammonoosuc River to replace an existing trestle with a 26-foot x 80-foot arch culvert for the Cog Railway and ski trail. Retain 400 square feet (80 linear feet) of impact within the bank of an overflow channel to the Ammonoosuc River for a water withdrawal pond. Restore 700 square feet (100 linear feet) within the bank of the Ammonoosuc River by removing coal and replanting with native vegetation.

The decision to approve this application was based on the following findings:

1. This is a Major Project per NH Administrative Rule Env-Wt 303.02(i), as the project will alter the course or disturb more than 200 linear feet of a river channel or its banks.

2. The NH Fish and Game Department and the DES Wetlands Bureau determined the proposed 26-foot open bottomed arch culvert, including the 2-foot footers, is of sufficient width.

3. Given the shallow conditions of the Ammonoosuc River at the project site, the DES Wetlands Bureau and the NH Fish and Game Department determined the existing intake pool is an appropriate method of water withdrawal.

4. The NH Fish and Game Department requested a maintenance schedule and construction sequence for intake pond maintenance dredging and an intake screen with ½" diameter holes to avoid impingement and entrainment of fish.

5. The applicant has provided a screen with ¼" diameter holes.

6. This permit is contingent on the installation of a pump intake in accordance with plans by James S. Kennedy dated October 05, 2005, and revised through August 13, 2006, as received by the Department on August 14, 2006.

7. The applicant has provided a maintenance dredging schedule and construction sequence.

8. Future maintenance of the intake pool shall be conducted in accordance with plans by James S. Kennedy dated October 05, 2005, and revised through August 13, 2006, as received by the Department on August 14, 2006.

9. The Natural Heritage Bureau indicated if there are no seeps in the project area there should be no impacts to the two identified species, Heart-Leaved Twayblade*(Listera cordata)* and Lily-Leaved Twayblade *(Listera convallarioides)*.

10. This permit is contingent on the stormwater upgrades as proposed in plans by James S. Kennedy dated August 13, 2006, and revised through August 30, 2006, as received by the Department by September 01, 2006.

11. This permit is contingent on the restoration of 700 square feet *(100 linear feet)* of Ammonoosuc River bank in accordance with plans by James S. Kennedy dated August 13, 2006, and revised through August 30, 2006, as received by the Department by September 01, 2006.

12. DES Staff conducted a field inspection of the proposed project on June 06, 2006. Field inspection documented existing conditions of the proposed crossing location, existing snow making pond, and coal/fill pile along the Ammonoosuc River.

13. The public hearing is waived with the finding that the project impacts will not significantly impair the resources of this riverine system.

14. The need for the proposed impacts has been demonstrated by the applicant per Env-Wt 302.01.

15. The applicant has provided evidence which demonstrates that this proposal is the alternative with the least adverse impact to areas and environments under the department's jurisdiction per Env-Wt 302.03.

16. The applicant has demonstrated by plan and example that each factor listed in Env-Wt 302.04(a), Requirements for Application Evaluation, has been considered in the design of the project.

Any party may apply for reconsideration with respect to any matter determined in this action within 20 days from the date of this letter. A motion for reconsideration must specify all grounds upon which future appeals may be based, and should include information not available to the Department when the decision was made. The department may grant reconsideration if, in its opinion, good reason is provided in the motion.

Your permit must be signed, and a copy must be posted in a prominent location on site during construction. If you have any questions please contact our office.

Sincerely, *Craig D. Rennie, CWS* - Land Resource Specialist, DES Wetlands Bureau

**WETLANDS AND NON-SITE SPECIFIC PERMIT 2005-03056**

**Permittee:** Wayne Presby, Mt. Washington Railway Co,
Base Rd., Mt Washington, NH 03589

**Project Location:** Base Rd, Thomp Mes Purch
Thomp Mes Purch Tax Map/Lot No. 1605 / 11

**Waterbody:** Ammonoosuc River

**APPROVAL DATE:** 09/15/2006 **EXPIRATION DATE:** 09/15/2011

==========

Based upon review of the above referenced application, in accordance with RSA 482-A and RSA 485-A:17, a Wetlands Permit and Non-Site Specific Permit was issued. This permit shall not be considered valid unless signed as specified below.

PERMIT DESCRIPTION: Dredge and fill 697 square feet (approximately 70 linear feet) within the bed and bank of the Ammonoosuc River to replace an existing trestle with a 26-foot x 80-foot arch culvert for the Cog Railway and ski trail. Retain 400 square feet (80 linear feet) of impact within the bank of an overflow channel to the Ammonoosuc River for a water withdrawal pond. Restore 700 square feet (100 linear feet) within the bank of the Ammonoosuc River by removing coal and replanting with native vegetation.

THIS APPROVAL IS SUBJECT TO THE FOLLOWING PROJECT SPECIFIC CONDITIONS:

1. All work shall be in accordance with plans by James S. Kennedy dated October 05, 2005, and revised through August 13, 2006, as received by the Department on August 14, 2006. *(next page)*

2. This permit is contingent on the installation of a pump intake in accordance with plans by James S. Kennedy dated October 05, 2005, and revised through August 13, 2006, as received by the Department on August 14, 2006.

3. Future maintenance of the intake pool shall be conducted in accordance with plans by James S. Kennedy dated October 05, 2005, and revised through August 13, 2006, as received by the Department on August 14, 2006.

4. Work shall be done during annual low flow conditions and during the months of May through September. No in-stream work shall occur after October 1 unless a waiver of this condition is issued by the DES Wetlands Bureau in consultation with the NH Department of Fish and Game.

5. The applicant shall notify DES Wetlands Bureau in writing within twenty-four (24) hours of an erosion event resulting in sediment entering a wetland or surface water.

6. Appropriate siltation/erosion controls shall be in place prior to construction, shall be maintained during construction, and remain until the area is stabilized. Silt fence(s) must be removed once the area is stabilized.

7. Appropriate turbidity controls shall be installed prior to construction, shall be maintained during construction such that no turbidity escapes the immediate work area, and shall remain until suspended particles have settled and the water at the work site has returned to normal clarity.

8. Work shall be conducted in a manner so as to minimize turbidity and sedimentation.

9. Dredged material shall be placed outside of the jurisdiction of the DES Wetlands Bureau.

10. There shall be no excavation or operation of construction equipment in flowing water.

11. Prior to commencing work on a substructure located within surface waters, a cofferdam shall be constructed to isolate the substructure work area from the surface waters.

12. Discharge from dewatering of work areas shall be to sediment basins that are: a) located in uplands; b) lined with hay bales or other acceptable sediment trapping liners; c) set back as far as possible from wetlands and surface waters, in all cases with a minimum of 20 feet of undisturbed vegetated buffer.

13. Work within the stream, inclusive of work associated with installation of a cofferdam, shall be done during periods of low flow. High flows can be caused by seasonal runoff or precipitation; the permittee shall monitor local forecasts to review weather conditions.

14. No work within the confined area shall proceed until the cofferdam is fully effective, and water flow is controlled.

15. Temporary cofferdams shall be entirely removed immediately following construction.

16. Construction equipment shall be inspected daily for leaking fuel, oil and hydraulic.

17. The contractor shall have appropriate oil spill kits on site and readily accessible at all times during construction and each operator shall be trained in its use

18. All refueling of equipment shall occur outside of surface waters or wetlands during construction.

19. Native material removed from the riverbed during culvert installation, shall be stockpiled separately and reused to emulate a natural channel bottom within the culvert. Any new materials used must be similar to the natural river substrate and shall not include angular rip-rap.

20. Within three days of final grading or temporary suspension of work in an area that is in or adjacent to wetlands or surface waters, all exposed soil areas shall be stabilized by seeding and mulching during the growing season, or if not within the growing season, by mulching with tack or netting and pinning on slopes steeper than 3:1.

21. Banks shall be restored to their original grades and to a stable condition within three days of completion of construction.

22. Extreme precautions shall be taken within riparian areas to limit unnecessary removal of vegetation during construction and areas cleared of vegetation to be revegetated with native like species within three days of the completion of this project.

RESTORATION:

23. This permit is contingent on the restoration of 700 square feet (100 linear feet) of Ammonoosuc River bank in accordance with plans by James S. Kennedy dated August 13, 2006, and revised through August 30, 2006, as received by the Department by September 01, 2006.

24. This permit is contingent on the stormwater upgrades as proposed in plans by James S. Kennedy dated August 13, 2006, and revised through August 30, 2006, as received by the Department by September 01, 2006.

25. This permit shall not be effective until it has been recorded with the county Registry of Deeds office by the Permittee. A copy of the registered permit shall be submitted to the DES Wetlands Bureau prior to construction.

26. The schedule for construction of the restoration area shall coincide with site construction unless otherwise considered and authorized by the DES Wetlands Bureau.

27. The permittee shall notify DES in writing of their intention to commence construction no later than 5 business days prior to construction.

28. All material removed during work activities shall be removed down to the level of the original river bank slope.

29. Plantings within the restoration area shall be native species.

30. Mulch used within the restoration areas shall be natural straw or equivalent.

31. Seed mix within the restoration area shall be a wetland seed mix appropriate to the area and shall be applied in accordance with manufacturers specifications. The receipt and contents of the wetland mix shall be supplied to NHDES within 10 days of application.

32. River bank restoration shall be properly constructed, landscaped, monitored and remedial actions taken that may be necessary to create a healthy riverine system. Remedial measures may include replanting, relocating plantings, and removal of invasive species.

33. Restoration areas shall have at least 75% successful establishment of wetlands vegetation after two (2) growing seasons, or shall be replanted and re-established until a functional riverine system is replicated in a manner satisfactory to the DES Wetlands Bureau.

34. The permittee shall attempt to control invasive, weedy species such as purple loosestrife (Lythrum salicaria) and common reed (Phragmites australis) by measures agreed upon by the DES Wetlands Bureau if the species is found in the restoration areas during construction and during the early stages of vegetative establishment.

35. The permittee shall designate a qualified professional who will be responsible for monitoring and ensuring that the restoration areas are constructed in accordance with the restoration plan. Monitoring shall be accomplished in a timely fashion and remedial measures taken if necessary. mThe DES Wetlands Bureau shall be notified in writing of the designated professional prior to the start of work and if there is a change of status during the project.

36. A post-construction report documenting the status of the restoration area and completed arch culvert installation shall be submitted to the DES Wetlands Bureau within 60 days of the completion of construction.

37. The permittee or a designee shall conduct a follow-up inspection after the first growing season, to assess the system and schedule remedial actions if necessary. A report outlining these follow-up measures and a schedule for completing the remedial work shall be submitted by December 1 of that year. Similar inspections, reports and remedial actions shall be undertaken in at least the second and third years following the completion of the restoration site.

GENERAL CONDITIONS WHICH APPLY TO ALL DES WETLANDS PERMITS:

1. A copy of this permit shall be posted on site during construction in a prominent location visible to inspecting personnel;

2. This permit does not convey a property right, nor authorize any injury to property of others, nor invasion of rights of others;

3. The Wetlands Bureau shall be notified upon completion of work;

4. This permit does not relieve the applicant from the obligation to obtain other local, state or federal permits that may be required (see attached form for status of federal wetlands permit);

5. Transfer of this permit to a new owner shall require notification to and approval by the Department;

6. This permit shall not be extended beyond the current expiration date.

7. This project has been screened for potential impacts to known occurrences of rare species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or have received only cursory inventories, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species.

8. The permittee shall coordinate with the NH Division of Historic Resources to assess and mitigate the project's effect on historic resources.

Approved:

Craig Rennie
DES Wetlands Bureau

**Mt. Washington Cog Railway**
**Draft Employment Agreement to Work for**
**Mt. Washington Hotel during Winter Season**
**November 2006**

This Secondment Agreement ("Agreement") is made this _____ day of November, 2006 by and between Mt. Washington Cog Railroad ("MWCRR"), a _____ corporation with its primary place of business at Base Road, Mount Washington, NH 03589, and BW National Resort Management, LLC ("BWNRM"), a New Hampshire limited liability company, with its primary place of business at Mount Washington Hotel, Route 302, 310 Mt. Washington Hotel Road, Bretton Woods, NH 03575.

**RECITALS**

WHEREAS, MWCRR currently employs _____ ("Employee") in the position of _____ ;and

WHEREAS, BWNRM desires to utilize the services of Employee for a limited period at the Bretton Woods Resort (the "Resort"), subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

***1. Employment by MWCRR***

Employee shall continue to be employed by MWCRR, which shall remain Employee's Employer and the "Employer of Record." As Employee' s "Employer of Record," and as an independent contractor to BWNRM under this Agreement, MWCRR shall be exclusively responsible for paying and administering all wages, benefits and other payments required to be made to and/or on behalf of Employee and all administrative expenses associated with Employee's employment with MWCRR, including but not limited to Federal income tax withholding, payroll taxes, all compensation (including hourly health and welfare, and pension fund contributions required pursuant to a health and welfare trust agreement, pension fund trust agreement, collective bargaining agreement, or other agreement adopted for the benefit of an employee and agreed to by MWCRR) for labor or services rendered by Employee (regardless of whether the amount is determined on a time, task, piece, commission, or other basis of calculation), and related expenses and obligations, as well as all related reporting and administration of payroll. In addition, MWCRR shall be responsible for any health insurance, disability insurance, workers' compensation insurance, unemployment insurance, participation in and contributions to any pension or profit-sharing plans and other direct and indirect -costs attributable to Employee's employment by MWCRR. Prior to commencement of the Secondment, MWCRR shall provide BWNRM with satisfactory evidence of the insurance coverage described above and that such coverage will be effective for Employee's provi-

sion of services in New Hampshire. MWCRR shall be responsible for complying with all laws applicable to the employment relationship for Employee as if the Secondment had not occurred.

MWCRR shall be obligated to carry workers' compensation insurance- on Employee pursuant to this Section throughout the term of this Agreement, notwithstanding the fact that BWNRM may elect or be required to procure workers' compensation insurance coverage for Employee. To the extent permitted by any applicable law, the parties hereto agree that any such workers' compensation coverage under BWNRM's policy with respect to Employee shall be secondary to such workers' compensation coverage carried by MWCRR.

***2. Term of Secondment***

Commencing on _____ , 2006, Employee shall be seconded to BWNR ("Secondment") until the earlier to occur of: (i) BWNRM's notification to MWCRR that it no longer desires for the Secondment to continue, without cause, in which.case the terminating party shall provide one (1) week notice of termination of this Agreement; (ii) the termination of an Emplovee's emplovment by MWCRR or (in) _____ 2007. In the event that this Agreement is terminated without cause, BWNRM shall not be under any obligation to retain the Employee in any capacity or to permit him or her to remain on the Resort, during the notice period.

This Agreement may also be terminated by BWNRM immediately, and without notice, for cause under the following circumstances: (i) willful or gross neglect by Employee of his/her duties as assigned by BWNRM; (ii) if Employee is charged with any felony or any crime involving acts by Employee that materially and adversely affect the Resort or the property, reputation or goodwill of BWNRM or its affiliates or agents or the that of the Resort; or (iii) upon any breach of the terms of this Agreement.

In the event the Secondment is terminated, or if for any reason WMCRR is not required to make any further payments to Employee, BWNRM shall not be required to make any further payments to WMCRR hereunder with respect to Employee.

***3. No Joint Employer***

It is the express intention of the parties that this shall be a Secondment whereby Employee shall be seconded to BWNRM on a temporary basis. BWNRM shall not be deemed a joint employer, joint venturer, or partner of WMCRR for purposes of this Agreement or any other purpose.

***4. Job Responsibilities***

Employee's job description and responsibilities are set forth in the attached Exhibit A ("Secondment Services").

In addition to complying with all standards and policies applicable at and to the employees, servants and/or agents of MWCRR, Employee will also be required to comply with all standards and policies applicable at the Resort and to the employees, servants and/or agents of BWNRM and/or the Resort while he/she is providing Secondment Services, including but not limited to BWNRM's policies regarding attendance, workplace standards, performance standards, professionalism, safety, business ethics, confidentiality and nondisclosure of proprietary information, harassment discrimination, workplace violence and retaliation.

Employee shall comply with all instructions from BWNRM and any agent of BWNRM with supervisory authority over Employee.

BWNRM shall provide Employee with all training necessary for the Employee to adequately perform the Secondment Services.

Employee shall perform the Secondment Services at the [INSERT NAME OF FACILITY - E.G., "MOUNT WASHINGTON HOTEL"] located at the Resort and operated by BWNRM. Employee's primary contact person in connection with the performance of the Secondment Services will be _____, who is BWNRM's _____.

***5. Existing Obligations***

WMCRR agrees that it shall not assign additional responsibilities or work to Employee during the term of this agreement without the prior written consent of BWNRM. Under no circumstances shall any assignment from or involving MWCRR work interfere with the Secondment Services.

***6. Secondment Services and Administrative Costs***

BWNRM shall be responsible for paying the cost of the Employee's workplace, supplies and administrative and other support services necessary in connection with the Employee's performance of the Secondment Services during the term of this Agreement. In addition, BWNRM shall directly reimburse Employee for any legitimate business expenses incurred by Employee in connection with his/her Secondment to BWNRM and the performance of his/her duties and responsibilities related to the Secondment Services in accordance with BWNRM's standard expense reimbursement policy.

***7. Fixed Fee***

In exchange for the Secondment of Employee, BWNRM hereby agrees to pay WMCRR a fixed monthly fee of _____ dollars ($_____) during the 2006 (net thirty days from completion of first month's services). Such amount shall be prorated for any partial months in which Employee provides Secondment Services to BWNRM based on the number of business days actually worked in an applicable month. Nothing relating to the fixed fee paid by BWNRM to WMCRR shall affect or limit WMCRR's obligations related to the full and timely payment of wages and compensation to Employee arising from his or her status as WMCRR's employee and WMCRR's status as his or her employer.

***8. Defense and Indemnification***

WMCRR hereby agrees to defend, indemnify and hold harmless BWNRM and its officers, directors, agents and employees ("BWNRM Indemnitees") harmless from and against any and all demands, claims, proceedings, expenses, costs, liabilities and other expenses (including, but not limited to, reasonable attorneys' fees) incurred or suffered by any of the BWNRM Indemnitees in connection with any claim made by anyone, including, but not limited to those made by Employee or third parties, against any of the BWNRM Indemnitees arising out of the alleged acts or omissions of WMCRR. BWNRM hereby agrees to defend, indemnify and hold harmless WMCRR and its officers, directors, agents and employees ("WMCRR Indemnitees") harmless from and against any and all demands, claims, proceedings expenses, costs, liabilities and other expenses (including, but not limited to, reasonable attorneys' fees) incurred or suffered by any of the WMCRR Indemnitees in connection with any claim made by anyone, including, but not limited to those made by Employee or third parties, against any of the WMCRR Indemnitees arising out of the alleged acts or omissions of BSWA.

***9. Hiring, Discipline and Termination***

As the "Employer of Record," WMCRR shall retain control over hiring, discipline and termination of Employee, notwithstanding BWNRM's rights and abilities to terminate the Secondment pursuant to the '"Term of Secondment" section of this Agreement. To the degree that BWNRM desires to discipline Employee in the course of his or her performance of the Secondment Services, short of terminating the Secondment, BSWA shall consult with WMCRR with regard and prior to taking such disciplinary action.

Notwithstanding anything to the contrary contained in this Section, BWNRM reserves the right to order the Employee to vacate the Resort at any time if the Employee violates any standards and policies applicable at the Resort and to the employees, servants and/or agents of BWNRM while he/she is providing Secondment Services, including but not limited to BWNRM's and/or the Resort's policies regarding attendance, workplace standards, performance standards, professionalism, safety, business ethics, confidentiality and nondisclosure of proprietary information, harassment, discrimination, workplace violence and retaliation.

***10. Occupational Injuries and Diseases***

MWCRR shall remain responsible for workers' compensation insurance and coverage for the Employee during the Secondment and in conjunction with all aspects of the Secondment Services. BWNRM shall be required to report to MWCRR all occupational i juries and diseases of Employee made known to BWNRM as soon as possible following such notice and to provide reasonable cooperation with MWCRR relative to its workers' compensation obligations and policies (including but not limited to providing WMCRR an opportunity to carry out post accident/injury drug testing consistent with WMCRR's policies).

***11. Disclosure***

The parties hereby agree not to disclose any of the terms or conditions hereof to any other third party (except such disclosure to each party's workers' compensation insurance carrier) without the prior written consent of the other parties hereto.

***12. Assignment***

This Agreement shall be binding upon the parties and their respective legal successors and permitted assigns. Neither party may assign this Agreement, or any or all of the respective rights and obligations without the prior written consent of the other party, provided however, that BWNRM shall have the right to assign this Agreement and its rights and obligations hereunder, without obtaining the prior written consent of WMCRR, to any entity with which BWNRM (a) merges, (b) sells a substantial part of its assets or business or (c) sells a substantial part of its assets or business for the manufacture and/or sale of the products and services to which this Agreement relates.

***13. Entire Agreement***

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all of the negotiation s, understandings and representations (if any) made by and between such parties. Except as otherwise provided herein, none of the terms or provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by a duly authorized representative of both parties.

***14. Severability***

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

***15. Waiver***

The waiver of a breach of any provision of this Agreement by either of the parties or the failure of either of the parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform. No course of dealing shall alter the obligations of the parties under this Agreement or otherwise affect the ability of either party to strictly enforce the terms of this Agreement.

***16. Notice***

Unless the parties are notified to the contrary, notice required under this Agreement shall be in writing and personally delivered or sent by certified mail, if to BWNRM, to _____ and if to WMCRR to _____.

Either party may change the person or place to which notice shall be sent by providing written notice to the other party of such change.

***17. Exclusive Jurisdiction***

The parties hereto intend to, and hereby do, confer exclusive jurisdiction to enforce the Agreement upon the appropriate federal or state court in the State of New Hampshire with venue and jurisdiction over such matter.

***18. Governing Law***

This Agreement shall be construed, and the legal relations between the parties hereto determined, exclusively in accordance with the laws of the State of New Hampshire, without giving effect to its conflicts of laws provisions.

***19. Counterparts***

This Agreement may be executed in any number of counterparts. each of which shall be an original, but all of which together constitute but one and the same agreement.

***20. Recitals***

The recitals set forth at the beginning of this Agreement are true and correct and by this reference are incorporated by reference into the body of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first above written.

BW NATIONAL RESORT MANAGEMENT, LLC by _____
WHITE MOUNTAIN COG RAILROAD by _____

**2007 Track Maintenance Plan**

**To:** John Robinson – NH DOT
**From:** Dave Moody
**Date:** December 26, 2006
**Re:** 2007 Track Maintenance

"John - Here is a copy of our Maintenance Plans for the Spring/Summer of 2007. I'll keep my fingers crossed for good weather! Happy Holidays, Dave"

| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* |
|---|---|---|
| **Center** (in sets) | 36 | 20 |
| **Bents** | 43 | 56 |
| **Racks** | 66 | 95 |
| **Sidepieces** | 95 | 103 |
| **Stringers** | 33 | 34 |

**2007**

**Mt. Washington Cog Railway**
**Easements & Rights of Way**
**Agreement with**
**State of New Hampshire**

The Mount Washington Railway Company, a New Hampshire corporation with principal place of business at Base Road, Mount Washington, New Hampshire 03589 (the "Cog Railway"), grants, for valuable consideration as described below, rights of permanent easements and rights-of-way to the State of New Hampshire, through its Department of Resources and Economic Development, PO Box 1856, Concord, New Hampshire 03302 ("DRED").

Whereas, Mount Washington State Park (the "Park"), located in the town of Gorham, New Hampshire, is owned by the State of New Hampshire and managed through the Division of Parks and Recreation;

The Park is a grant-assisted property under the federal Land and Water Conservation Fund program and carries certain covenants under Section 6(f) for the preservation of outdoor recreation;

DRED seeks to bring grid power to the summit of Mount Washington (the "summit") to meet the recreational needs of Park visitors;

DRED determined that the most economically feasible and practical route to install an underground conduit system to the summit is generally parallel to the Cog Railway's trestle;

DRED retained an engineering firm that completely engineered the project (the "project");

The Cog Railway, by deeds, rights and property reserved to it, more specifically the deed from Marshfield, Inc. to Mount Washington Railway Company, dated November 29, 1962, and recorded in the Coös County Registry of Deeds at Volume 474, Pages 2-9, owns the property on which the Cog Railway's trestle is built in fee and has the right to convey the property interests contained in this Agreement to DRED; and

The Cog Railway worked cooperatively with DRED in determining the method for installing grid power to the summit.

Wherefore, the parties covenant and agree as follows:

**1. BASE STATION STORAGE AREA AND BASE STATION ROAD**

A. The Cog Railway grants to DRED, and its consultants and contractors, a perpetual easement for the right to use 250 square feet of real property and to access, including the right to pass and re-pass by vehicle, equipment, and foot, including across the Base Station Road and other property owned by the Cog Railway, to this real property for storage of equipment and supplies as necessary for the construction, maintenance, replacement, upgrade, repair, and use of the transmission line, fiber optic cable, conduit, concrete vaults, and other necessary facilities (the "storage area"). The storage area is identified as "NH Storage Shed" on Attachment A: "Mount Washington Cog Railway, Master Plan, Drawing S-1, James S. Kennedy." DRED shall maintain this storage area in an orderly manner and will not store unusable equipment, materials, or supplies in the storage area for more than 5 days. The Cog Railway reserves the right to relocate the Base Station Storage Area, if necessitated by future development plans or operations, to another location on Cog Railway property accessible by the Base Station Road. Prior written notice of any proposed relocation shall be provided to DRED. The new location of the Base Station Storage Area to be agreed to by the Cog Railway and DRED.

**2. UNDERGROUND CONDUIT, FACILITIES, TRANSMISSION LINES, AND NECESSARY FACILITIES**

A. A perpetual easement is granted to DRED, and its consultants and contractors, by the Cog Railway to enter and re-enter, by vehicle, equipment, and foot on the property of the Cog Railway to construct, maintain, replace, upgrade, repair, and use, from the Cog Railway Base Station to DRED's summit facilities, an underground conduit system, a medium voltage transmission line (4,160 volts, 3 phase) and a fiber optic cable, concrete vaults, and all necessary facilities. The underground conduit and concrete vaults shall be buried adjacent to the Cog Railway trestle in the property owned by the Cog Railway as shown on Attachment B: "Phase 2 — Installation of Fiber Optic and Power Transmission Lines, February 2006," a copy of which, due to its volume, is not recorded with this Easement, but shall be maintained on file with DRED, 172 Pembroke Road, Concord, New Hampshire, copies having also been provided to the parties to this agreement at execution. This right to enter and re-enter shall include access over the culvert bridge which is designed to cross over the Ammonoosuc River, as described in Attachment C: "Phase 2: Installation of transmission lines Cog Railway Base Station Site Plan, January 2007."

B. DRED, to the extent feasible from the Skyline Switch and above, will install the underground conduit as close as possible to the edge of the Cog Railway's right-of-way boundary. However, both parties acknowledge that topography or geology of the right-of-way will govern the final placement of the underground conduit

C. DRED, to the extent possible, will coordinate its work with the Cog Railway to avoid interference with the operations of the Cog Railway. DRED shall provide the Cog Railway with at least 7 days notice of any construction activity that will interfere with the Cog Railway's operations. However, both parties agree that maintaining power to the summit is of vital importance and emergency circumstances may arise where DRED must act immediately to maintain or restore power to the summit. In such emergency circumstances, DRED shall not be required to provide any prior notice to the Cog Railway before undertaking work. The parties also recognize that construction will occur during time periods when the Cog Railway will have passengers and that DRED will not be able to screen the construction site from the passengers. DRED shall make every reasonable effort to not cause a reduction or cessation of the Cog Railway's operations. If construction or maintenance requires a reduction or cessation of operations, the Cog Railway shall be compensated for such reduction or cessation based on an average of its income for that day for the 5 years prior to the date of the reduction or cessation.

**3. COG RAILWAY RIGHT TO ACCESS POWER**

A. The Cog Railway will be allowed to access the transmission line at locations where terminating cabinets are installed for its own electrical needs. This right shall only be allowed with the State's written permission and after approval of plans prepared by a licensed electrical engineer; this approval to not be unreasonably

withheld. The Cog Railway's access to the transmission line shall not interfere with the use of electricity on the summit. If the Cog Railway's access causes unreasonable negative impact to the use of electricity on the summit as determined by DRED, it shall be discontinued upon written notice from DRED.

B. The Cog Railway shall be responsible for expenses, including engineering and construction costs, incurred as a result of its connection to and use of the transmission line. The Cog Railway shall also be responsible for the actual cost of the electricity that it uses as determined by DRED in its usual and customary practice of calculating the cost of electricity on the summit.

**SUMMIT BUILDING**

A. By separate deed, but as part of this Agreement and for possible further consideration as a tax deduction, the Cog Railway shall transfer fee ownership of approximately .077 acres in Tax Map 201, Parcel 5, on the summit, more particularly described in Attachment D: "Proposed area of transfer .077 Acres ±," for DRED to construct a building necessary for generation of electricity on the summit (the "summit building").

B. The Cog Railway grants a permanent easement to DRED, and its consultants and contractors, including the right to pass and re-pass over its land adjacent to the property in Tax Map 201, Parcel 5 on which the summit building is built, by vehicle, equipment, and foot, to allow construction, maintenance, replacement, upgrade, repair and use of the summit building. Any construction or maintenance activity on the summit building by DRED that requires the use of equipment on or over The Cog Railway's property subject to the easement set forth in this paragraph shall be coordinated with the Cog Railway at least 14 days prior to the commencement of work in order not to interfere with the operations of the Cog Railway. However, both parties agree that maintaining power to the summit is of vital importance and emergency circumstances may arise where DRED must act immediately to maintain or restore power to the summit. In such emergency circumstances, DRED shall not be required to provide any prior notice to the Cog Railway before undertaking work. The parties also recognize that construction will occur during time periods when the Cog Railway will have passengers and that DRED will not be able to screen the construction site from the passengers. DRED shall make every reasonable effort to not cause a reduction or cessation of the Cog Railway's operations. If construction or maintenance requires a reduction or cessation of operations, the Cog Railway shall be compensated for such reduction or cessation based on an average of its income for that day for the 5 years prior to the date of the reduction or cessation.

C. The Cog Railway grants a temporary construction easement to DRED, and its consultants and contractors, to allow DRED access to an additional approximately 6,612.5 square fee of its property in Tax Map 201, Parcel 5 on the summit, more particularly described in Attachment E: "Extent of Requested Construction Easement, November 3, 2006," for access by vehicle, equipment, and foot to perform site preparation, construct the summit building, and allow construction materials, supplies, and equipment to be temporarily stored during construction. All construction debris, including any soils or rocks disturbed during construction shall be removed to and disposed of on the State's property and not on the Cog Railway's property. The parties also recognize that construction will occur during time periods when the Cog Railway will have passengers and that DRED will not be able to screen the construction site from the passengers. DRED shall make every reasonable effort to not cause a reduction or cessation of the Cog Railway's operations. If construction or maintenance requires a reduction or cessation of operations, the Cog Railway shall be compensated for such reduction or cessation based on an average of its income for that day for the 5 years prior to the date of the reduction or cessation.

**5. PAYMENT TO THE COG RAILWAY**

A. DRED shall make a one-time reimbursement to the Cog Railway in the amount of $75,000. This payment is consideration for the cost the Cog Railway incurred for installing power 4.7 miles from Route 302 and for all of the property rights granted or agreed to in this Agreement.

B. DRED shall pay the Cog Railway the amount of $90,000 in consideration and full remuneration, for the cost of installing the culvert bridge over the Ammonoosuc River and for an easement over said culvert bridge as set forth in paragraph 2A.

**6. PERIOD OF AGREEMENT**

All easements and rights of access conveyed under this Agreement are granted to the State of New Hampshire, through DRED, its successors, and assigns, in perpetuity or as more specifically described in this Agreement.

**7. LIABILITY**

DRED shall be responsible for any damage caused by its negligent acts within the limits of New Hampshire law. The Cog Railway shall be responsible for any damages caused by its negligent acts.

The parties have executed this Easements and Rights-of-Way Agreement on the dates written below.

MOUNT WASHINGTON RAILWAY COMPANY

*Wayne W. Presby*, President

March 22, 2007

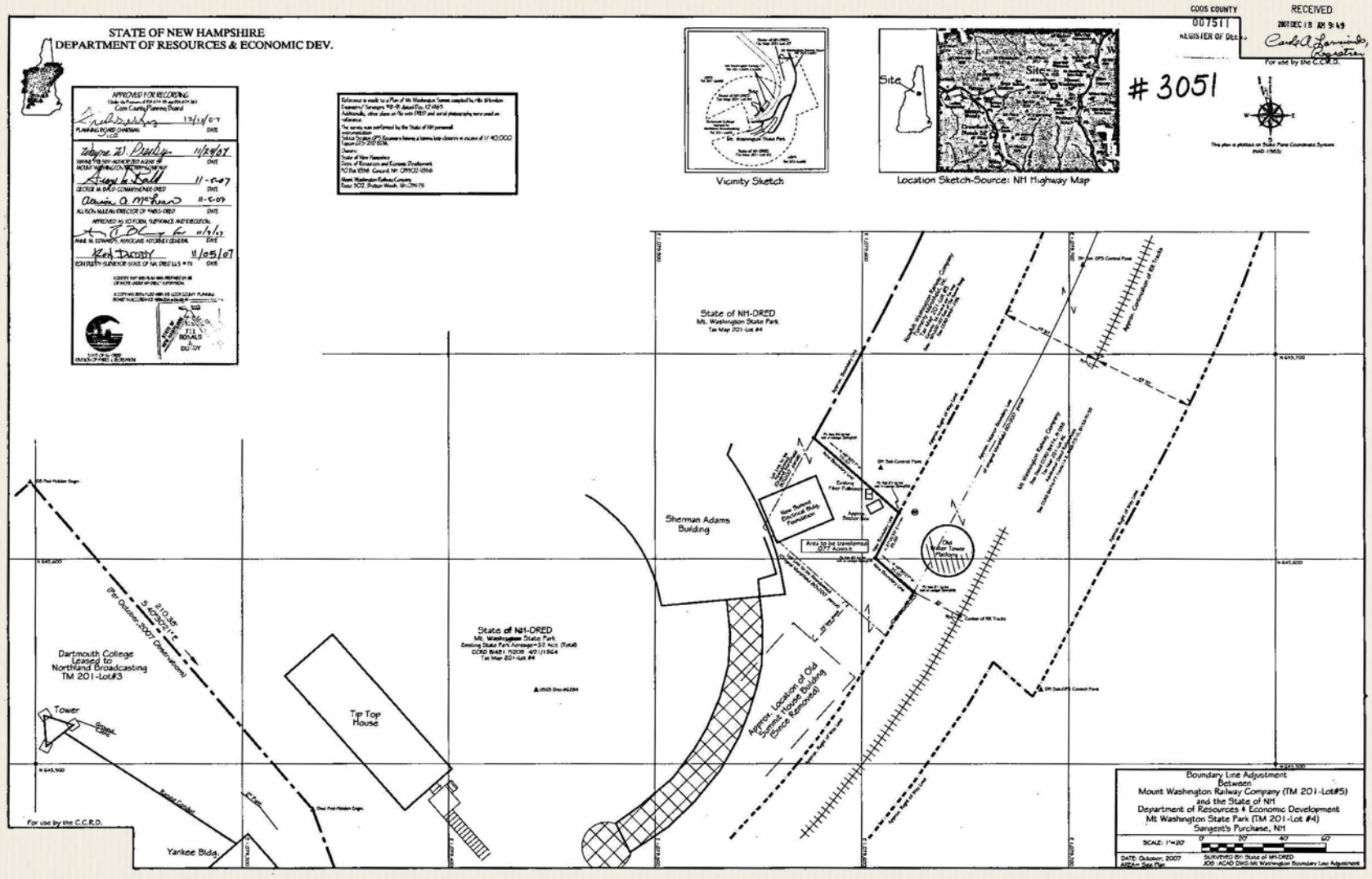
STATE OF NEW HAMPSHIRE,
DEPARTMENT OF RE SOURCES AND
ECONOMIC DEVELOPMENT

*George M. Bald*, Commissioner

*Allison A. McLean*, Director - Parks and Recreation

April 18, 2007

Governor and Executive Council Approved: Date: May 2, 2007



### 2008 Track Maintenance Plan

**To:** John Robinson – NH DOT
**From:** Dave Moody
**Date:** December 5, 2007
**Re:** Inspection / 2008 Maintenance

"John - Enclosed are the latest inspection reports and our Maintenance Plans for Spring/Summer 2008. Happy Holidays from the Cog crew! Dave"

| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* |
|---|---|---|
| **Center** (in sets) | 14 | 36 |
| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* |
| **Bents** | 48 | 43 |
| **Racks** | 66 | 66 |
| **Sidepieces** | 89 | 95 |
| **Stringers** | 25 | 33 |

### 2007-2008 Winter Ski Comp Request for Cog Railway Employees

**To:** Pam Healey - Mt. Washington Resort Ski Area
**From:** Tammi Oechsle
**Date:** December 13, 2007
**Subject:** Comp Request

"Is it ok for the guys who ski a lot to put their requests in for the whole year again? How about dependents? Spouses? Any rental discount? I know somebody is going to come up with a question that I didn't think to ask!!!! Thanks, Tammi

**From:** Pam Healey
**Date:** 12/13/07 09:36:03
**To:** Tammi Oechsle
**Subject:** RE: Comp Request

I would say that dependents and spouses will probably be allowed, but we will be watching so I hope we won't see a huge number. Also, dependents have-to be actual dependents, not children who are grown adults (Rob MacLay used to call his daughter a dependent, but she is too old to qualify).

There are no discounts for rental equipment, including snowboards. I'm not sure if Jimmy would be willing to offer a discount to Cog Employees. Must fax in at least 48 hours ahead. No fax back to ok or not.

Just a heads up that this privilege should be extended to year-round employees only. We have also changed the policy about skiing during holiday periods. No comp requests will be accepted during the holiday periods - xmas, feb vacation, Martin Luther King. Any questions, just call.

Pam

## ≺2008≻

**Mt. Washington Cog Railroad**
**Property Transfer with**
**State of New Hampshire**
**January 15, 2008**

**WARRANTY DEED**

KNOW ALL PERSONS BY THESE PRESENTS, that the Mount Washington Railway Company, with its principal office at Route 302, Bretton Woods, NH 03575, Coös County, hereinafter referred to as the"Grantor" for consideration paid, grants, with WARRANTY COVENANTS, to the State of New Hampshire, Department of Resources and Economic Development, with its principal office at 172 Pembroke Road, P.O. Box 1856, Concord, NH 03302-01856, Merrimack County hereinafter referred to as the "Grantee":

A certain piece of property located in Sargents Purchase, Coös County, State of New Hampshire and more particularly bounded and described as follow:

**Beginning** at a "PK nail" to be set in ledge at the base of a stonewall corner located on the northerly sideline of the land now or formerly of the Mt. Washington Railway Company, said point being located 25' from the center line of the Mount Washington Railway tracks, and approximately 50' northeast of the corner of the "old" Summit House building (since removed);

**Thence** turning and running along the new boundary line between the State of NH-DRED and the Mt. Washington Railway Company, N48°30'27"W± , 25.00'± to a "PK nail" to be set in ledge;

**Thence** turning and running along the new boundary line between the State of NH-DRED and the Mt. Washington Railway Company, N27°26'38"E±, 25.00'± to a "PK nail" to be set in ledge;

**Thence** turning and running along the new boundary line between the State of NH-DRED and the Mt. Washington Railway Company, N48°30'27"W±, 55.00'± to a "PK nail" to be set in ledge, at or near, the original boundary line between the State of NH-DRED and land formerly of Marshfield, Inc., now Mt. Washington Railway Company;

**Thence** turning and running in a southwesterly direction, along the lot line to be abandoned, approximately 50', to the southwest corner of the original Marshfield, Inc parcel;

**Thence** turning and running in a southeasterly direction, along the lot line to be abandoned, approximately 80', to , the southeast corner of the original Marshfield, Inc parcel, said point being located 25' from the center line of the Mount Washington Railway Company tracks;

**Thence** turning and running in a northeasterly direction, and being 25' off the center line of Mount Washington Railway Company tracks, approximately 25'±, to the point of beginning. Said property contains approximately .077 acres±.

Meaning and intending to convey a portion of the property conveyed to Marshfield, Inc. by the Trustees of Dartmouth College, dated April 21, 1964 and recorded in the Coös County Registry of Deeds, Book 481, Page 96. Reference is made to a plan on file with the State of New Hampshire, Department of Resources and Economic Development entitled Boundary Line Adjustment-Mount Washington Railway to the State of NH-DRED dated October, 2007.

The Grantor herein reserves from the foregoing conveyance an easement to construct a railroad siding across the subject premises. Said siding to consist of a railroad bed and rail lines as well as any switching mechanism considered necessary to operate said siding. The Grantor also reserves the right to cross and re-cross said premises with the people and equipment necessary for the purpose of constructing the railroad siding for use of the Mount Washington Railway Company. This reservation shall not interfere with the Grantee's purpose in acquiring the subject parcel as a ground base for a power transfer building, and all associated improvements, necessary to service Mount Washington State Park. Any exercise of this reserved right by the Grantor that requires relocation of property of the Grantee shall be at the expense of the Grantor.

This conveyance was authorized by a vote of the Governor and Council at the Executive Council Chambers, Concord, New Hampshire on May 2, 2007, as Agenda Item # 50.

EXECUTED this 15th day of January, 2008.

By: *Wayne Presby*, President
Authorized Agent of Mount Washington
Railway Company

**Dartmouth College Trustees**
**Transfer to State of New Hampshire**
**July 2, 2008**

**QUITCLAIM DEED**

KNOW ALL PERSONS BY THESE PRESENTS that Trustees of Dartmouth College, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, having its principal place of business in Hanover, Grafton County, New Hampshire, and a mailing address of c/o Dartmouth College Real Estate Office, P.O. Box 5188, Hanover, NH 03755-5188 ("Dartmouth"), for consideration paid, grants to the State of New Hampshire, through its Department of Resources and Economic Development, Division of Forests and Lands, with a mailing address of 172 Pembroke Road, P.O. Box 1856, Concord, NH 03302-1856 (the "State"), with QUITCLAIM COVENANTS, the following described property located in Sargent's Purchase, County of Coös, State of New Hampshire:

All that certain tract or parcel land, consisting of 8.176 acres, more or less, with the buildings and improvements thereon, located at the summit of Mount Washington in the unincorporated township of Sargent's Purchase, County of Coös, and State of New Hampshire ("Premises"). The Premises is shown as "Tract I — Land To Be Retained by Dartmouth College — 172,399 S.F. — 3.958 Acres" and "Tract II — Land To Be Transferred To U.S.F.S. — 183,729 S.F. — 4.218 Acres" on a plan entitled "Survey of Mount Washington...Sargents Purchase" ("Plan"), dated 5-24-99, last revised 9-5-99, prepared by Holden Engineering & Surveying Inc., on file at the Coös County Registry of Deeds ("CCR") as Plan #1477. The Premises is a portion of the same land and premises conveyed to Trustees of Dartmouth College by Deed of Mount Washington Summit House, Inc. dated November 16, 1962 and recorded in the Coös County Registry of Deeds at Book-474, Page 2, and is also referred to as Tract (A) excepted and reserved in the Deed from Trustees of Dartmouth College to the State of New Hampshire dated April 21, 1964 and recorded in the Coös County Registry of Deeds at Book 481, Page 209.

The buildings and improvements included in the Premises are owned by the State and Dartmouth hereby conveys any right, title, and interest it may have in them to the State, but by Quitclaim Covenants only.

NOTE: At the time the Plan was developed and recorded, it was contemplated (i) that Dartmouth would convey Tract II, containing 4.218 acres, more or less, to the Forest Service of the United States Department of Agriculture, (ii) that Dartmouth would retain Tract I, containing 3.958 acres, more or less, and (iii) that the 3.958-acre retained Tract 1 would be made subject to a National Trails System Act Trail Easement which was to have been conveyed by Dartmouth to the United States of America. Neither the conveyance of Tract II to the Forest Service of the United States Department of Agriculture nor the conveyance of the National Trails System Act Trail Easement occurred, and therefore the references in the Plan to "Land to be Transferred to U.S.F.S." and "20' wide Appalachian Trail Easement" are of no relevance.

All bearings in this description are referenced to grid north per said Plan by Holden Engineering and Surveying, Inc. Said tract or parcel is shown on said Plan as bounded and described as follows:

Beginning at Holden disk #2370 at the southwest corner of Tract #2, which disk is located South 59E 16' 23" West a distance of 0.72 feet from a 4" x 5" concrete bound found 1.1 feet above ground and broken;

Thence northerly along White Mountain National Forest U.S. Tract 14 and the arc of a circle having a radius of 825.00 feet a distance of 415.00 feet to Holden disk #2369 at the northwesterly corner of Tract II,

which disk is located South 49E 26' 59" West a distance of 3.20 feet from a 6" x 4" concrete bound found 2.2 feet above ground with a 1/4" copper tube on top;

Thence North 49E 26' 59" East a distance of 3.20 feet;

Thence North 49E 26' 59" East a distance of 720.55 feet to Holden disk #2368 at the northerly corner of Tract I;

Thence South 40E 33' 05" East along property of the State of New Hampshire a distance of 210.37 feet to Holder disk #2371;

Thence South 20E 03' 05" East along property of the State of New Hampshire a distance of 127.00 feet to a granite bound with Holder disk #2367 set flush;

Thence South 31E 18' 46" East along property of the State of New Hampshire a distance of 200.80 feet to a triangular concrete bound found at the easterly corner of Tract I, being 4" x 4" at its top and 8" x 8" at its bottom with a nail on top 3" above ground;

Thence South 59E 16' 23" West along property of the State of New Hampshire, Exception No. 4, U.S. Tract 14, a distance of 748.22 feet to the point of beginning.

Containing 8.176 acres, be the same, more or less (Tract I - 3.958 acres; Tract II - 4.218 acres).

Meaning and intending hereby to convey a portion of the same land and premises conveyed to Trustees of Dartmouth College by Deed of Mount Washington Summit House, Inc. dated November 16, 1962 and recorded in the Coös County Registry of Deeds at Book 474, Page 2. Further meaning and intending hereby to convey Tract (A) excepted and reserved in a Deed from Trustees of Dartmouth College to the State of New Hampshire dated April 21, 1964 and recorded in the Coös County Registry of Deeds at Book 481, Page 209.

The within conveyance is in accordance with the Right of First Refusal for the benefit of the State of New Hampshire, which is set forth in the Deed from Trustees of Dartmouth College to the State of New Hampshire dated April 21, 1964 and recorded in the Coös County Registry of Deeds at Book 481, Page 209.

The within conveyance is exempt from the New Hampshire Property Transfer Tax under RSA 78-B:2, I.

Dated this 2nd day of July, 2008

TRUSTEES OF DARTMOUTH COLLEGE
*Paul S. Olsen*, Director of Real Estate
Duly Authorized

The STATE OF NEW HAMPSHIRE hereby acknowledges receipt and acceptance of the within Deed.
*George M. Bald* - Commissioner

Approved as to form, substance and execution by the Office of the Attorney General.
*Anthony I. Blenkinsop*
Senior Assistant Attorney General

**MORTGAGE DEED**

KNOW ALL PERSONS BY THESE PRESENTS that the State of New Hampshire, through its Department of Resources and Economic Development, Division of Forests and Lands, with a mailing address of 172 Pembroke Road, P.O. Box 1856, Concord, NH 03302-1856, for consideration paid, grants to Trustees of Dartmouth College, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, having its principal place of business in Hanover, Grafton County, New Hampshire, and a mailing address of c/o Dartmouth College Real Estate Office, P.O. Box 5188, Hanover, NH 03755-5188, with MORTGAGE COVENANTS, to secure the payment of One Million Six Hundred Thirty-Nine Thousand Seven Hundred Seventy-Six Dollars ($1,639,776.00), together with interest at the rate of five percent (5.0%) per annum, and the

performance of all the agreements and conditions as provided in a Note of even date, the following described property located in Sargent's Purchase, County of Coös, State of New Hampshire:

Meaning and intending hereby to mortgage and convey all and the same land and premises conveyed to the State of New Hampshire by Warranty Deed of Trustees of Dartmouth College of even or approximately even date to be recorded herewith in the Coös County Registry of Deeds.

The Mortgagor, by the execution of this Deed, hereby agrees that the above-described Premises shall not be conveyed to another third party without the consent of the Mortgagee, first obtained in writing. In the event the Mortgagor fails to obtain such consent and makes such conveyance, the balance due on the Note secured by the within Mortgage may, at the option of the Holder of this Mortgage, become immediately due and payable.

This Mortgage is upon the statutory conditions and upon the conditions that the Mortgagors or its successor or assigns shall keep the buildings on said land insured under the State of New Hampshire's "Statewide Property Policy" ($1,000,000 deductible) against loss by fire or other casualty for the benefit of the Mortgagee herein and shall also pay all taxes and assessments on said Premises and in the event of failure to keep said buildings so insured or to pay such taxes or assessments, the Mortgagee shall have the right to cause such buildings to be insured and to pay such taxes and assessments adding such expense to the principal secured under this Mortgage. Notwithstanding the foregoing, the Mortgagee hereby acknowledges that the only building required to be insured by the Mortgagor is the "Yankee Building," so called, being a circa 1941 steel frame and concrete building comprising a total of 5,473 square feet of gross building area and shown on the Plan as "Transmitter Building."

For any breach of such statutory and/or other conditions, the Mortgagee shall have the statutory power of sale.

Dated this 2nd day of July, 2008

State of New Hampshire
By and through its duly authorized Department of
Resources and Development Division
*George M. Bald*, Commissioner

## LEASE TERMINATION AGREEMENT

Trustees of Dartmouth College, c/o Paul S. Olsen, Director of Real Estate, Dartmouth College Real Estate Office, 7 Lebanon Street, Suite 303, P.O. Box 5188, Hanover, NH 03755-5188 ("Dartmouth"), and the State of New Hampshire, through its Department of Resources and Development Division of Parks and Recreation, with an address of 172 Pembroke Road, P.O. Box 1856, Concord, NH 03302-1856 ("State") for consideration paid hereby agree as follows:

1. Lease: Dartmouth and the State are the parties in interest in and to an indenture of lease dated June 7, 1944 between Mount Washington Club, Inc. as Lessor and The Yankee Network, Incorporated as Lessee ("Lease"). Dartmouth has succeeded to the title of Mount Washington Club, Inc. as Lessor under the Lease and the State is the successor Lessee pursuant to an Assignment and Assumption of Lease and Subleases dated June 28, 2002 ("Assignment").

2. Leased Premises: The property subject to the Lease consists of a parcel of 8.176 acres, more or less, with the buildings and improvements thereon ("Premises"), located at the summit of Mount Washington in the unincorporated township of Sargent's Purchase, County of Coös, and State of New Hampshire. The Premises is shown on a plan entitled "Survey of Mount Washington...Sargents Purchase" ("Plan"), dated 5-24-99, last revised 9-5-99, prepared by Holden Engineering & Surveying Inc., on file at the Coös County Registry of Deeds ("CCR") as Plan #1477 and here attached as Exhibit A. The Premises is a portion of the same land and premises conveyed to Trustees of Dartmouth College by Deed of Mount Washington Summit House, Inc. dated November 16, 1962 and recorded in the Coös County Registry of Deeds at Book 474, Page 2, and is also referred to as Tract (A) excepted and reserved in the Deed from Trustees of Dartmouth College to the State of

New Hampshire dated April 21, 1964 and recorded in the Coös County Registry of Deeds at Book 481, Page 209.

3. Conveyance of Premises: Simultaneously herewith, Dartmouth has conveyed the Premises, including any right, title, and interest Dartmouth may have in the buildings and improvements, to the State by Deed of even or nearly even date, and to be recorded herewith.

4. Warranties and Representations. Under the Lease, the State has had full possession and control of the Premises since the Assignment, has operated and constructed various facilities on the Premises, has entered into various subleases and licenses of portions of the Premises, and has been responsible for the payment of any taxes, utilities and any other charges due and payable in connection with the Premises. The State hereby represents and warrants that as of its execution of this Agreement (i) it is aware of no incidents or claims for death, personal injury, or loss or damage to property, or for services provided or work performed, relating to the Premises, (ii) it is aware of no basis for any such claims or demands, and (iii) it has paid or provided for the payment of any and all costs, expenses, and liabilities owed by it and relating to the Premises or otherwise due under the Lease. The State further represents and warrants that, as between it and Dartmouth, the State shall be responsible in the first instance to defend against and be responsible for the payment of any and all claims and demands of all persons, including but not limited to those claims and demands for death, personal injury, or loss or damage to property, or for services provided or work performed, relating to the Premises, and for any and all costs, expenses, and liability in connection with or arising out of any such claim or demand, provided, however, that such obligations shall be limited to those claims and demands which arise or are alleged to have arisen out of the act, or failure to act when there is a duty to act, of the State, its officers, employees, and agents.

5. Release: Each party represents and warrants that as of the execution of this Lease Termination Agreement, each party has performed in full compliance with the terms of the Lease and neither party is in default of any of its obligations under the Lease. Each party hereby releases the other from any further obligation of performance under the Lease.

6. Default: Save as otherwise specifically provided herein, if either party defaults hereunder, then the other party shall have available to it all rights provided under law and in equity.

7. Notices: All notices required or permitted to be given hereunder shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail, at the address set forth in the first paragraph above, or in case either party gives to the other notice of a change of address, to such other address as shall be designated by written notice to the other party.

8. Governing Law: This agreement is made in accordance with New Hampshire law and shall be interpreted, governed and enforced under New Hampshire law.

9. General Provisions: This instrument is binding upon and inures to the benefit of the parties' respective successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both parties.

10. Counterparts: This agreement may be executed in two (2) or more counterparts, all of which shall constitute but one (1) agreement.

IN WITNESS WHEREOF the parties have caused this instrument to be executed this day of this 2nd day of July, 2008.

TRUSTEES OF DARTMOUTH COLLEGE
By: *Paul S. Olsen* - Director of Real Estate

STATE OF NEW HAMPSHIRE
By: *George M. Bald*, Commissioner

## CORRECTIVE PROMISSORY NOTE

| | | |
|---|---|---|
| Amount Financed: | $ 1,639,776.00 | Sargent's Purchase, New Hampshire |
| Annual Percentage Rate | 5.0% | July 2, 2008 |
| Term: | July 1, 2020 | |

FOR VALUE RECEIVED, the State of New Hampshire promises to pay to Trustees of Dartmouth College, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, with a mailing address of do Dartmouth College Real Estate Office, P.O. Box 5188, Hanover, NH 03766, or to order, the sum of ONE MILLION SIX HUNDRED THIRTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SIX AND NO HUNDREDTHS DOLLARS ($1,639,776.00) with interest at FIVE PERCENT (5.0%) per annum in accordance with and upon the following terms and conditions:

1. The principal and interest shall be paid in ten (10) equal annual installments beginning on July 1, 2011, and on the day of each July thereafter until and including July 1st, 2020, in the amount of TWO HUNDRED TWELVE THOUSAND THREE HUNDRED FIFTY- EIGHT AND FORTY-NINE HUNDREDTHS DOLLARS ($212,358.49) each until the principal sum and interest and all other obligations of the Maker to the Holder have been paid in full. Each installment shall first be applied in payment of the accrued interest to the date of such installment and the balance in reduction of the principal.

2. If any installment of principal or interest shall remain unpaid for thirty (30) days after the same shall become due, or in case of any default in the terms and covenants of the Mortgage of this date securing this Note continuing for thirty (30) days, then the entire sum then unpaid shall at the election of the Holder of this Note become immediately due and payable, notwithstanding any previous waiver of default.

If any installment of principal or interest, or portion thereof, shall remain unpaid more than fifteen (15) days following the date due, the Holder of this Note may give written notice to the Maker, and if the amount due is not received by the Holder within thirty (30) days following such written notice, the Maker shall pay an additional charge of five percent (5%) of the amount of such payment so delinquent.

3. The Maker shall have the right at its election to anticipate payment or to make larger principal payments at any time without penalty. The Maker shall further have the right, at any time and without penalty, to make pre-payments to the Holder in the form of land acceptable to the Holder and agreed by the Maker and the Holder to be of equal "market value" or monetary value, for all or a portion of the amounts due and payable hereunder.

4. In the event of default, the Maker shall pay, in addition to the principal and interest, all costs of collection and foreclosure of the Mortgage securing the indebtedness, including attorneys' fees.

5. Presentment, demand, protest and notices of every kind are waived by the Maker. This Note shall be binding upon the Maker's successors and assigns.

6. This Note is secured by a Mortgage on the real estate of the Maker located at the Summit of Mount Washington in Sargent's Purchase, Coös County, New Hampshire.

**Corrective Promissory Note.** The within Note corrects and supersedes a prior Promissory Note from the State of New Hampshire to Trustees of Dartmouth College dated July 2, 2008 in the original amount of $1,639,776.00 (the "Prior Note"). The Prior Note erroneously provided that annual payments of principal and interest were to commence on July 1, 2010, rather than on July 1, 2011, with subsequent annual payments due and payable on the 1st day of each July thereafter until and including July 1, 2019, rather than July 1, 2020. The erroneous payment schedule set forth in the Prior Note does not reflect the agreement of the parties that accrued interest shall be payable in arrears, rather than in advance.

Dated the 10th day of December, 2008.

State of New Hampshire
By and through its duly authorized
Department of Resources and Development

Division
By: *George M. Bald*, Commissioner

Approved and consented to by Trustees of Dartmouth College, Promissee under and Holder of the Promissory Note dated July 2, 2008, which is corrected by this Corrective Promissory Note.

Trustees of Dartmouth College
Date: December 9, 2008 By: *Lawrence A. Kelly*
Associate Director of Real Estate
Duly Authorized

**NH Environmental Services Wetlands Bureau**
**Confirmation of Project Completion for Permit By Notification**
**Mt. Washington Cog Railroad**

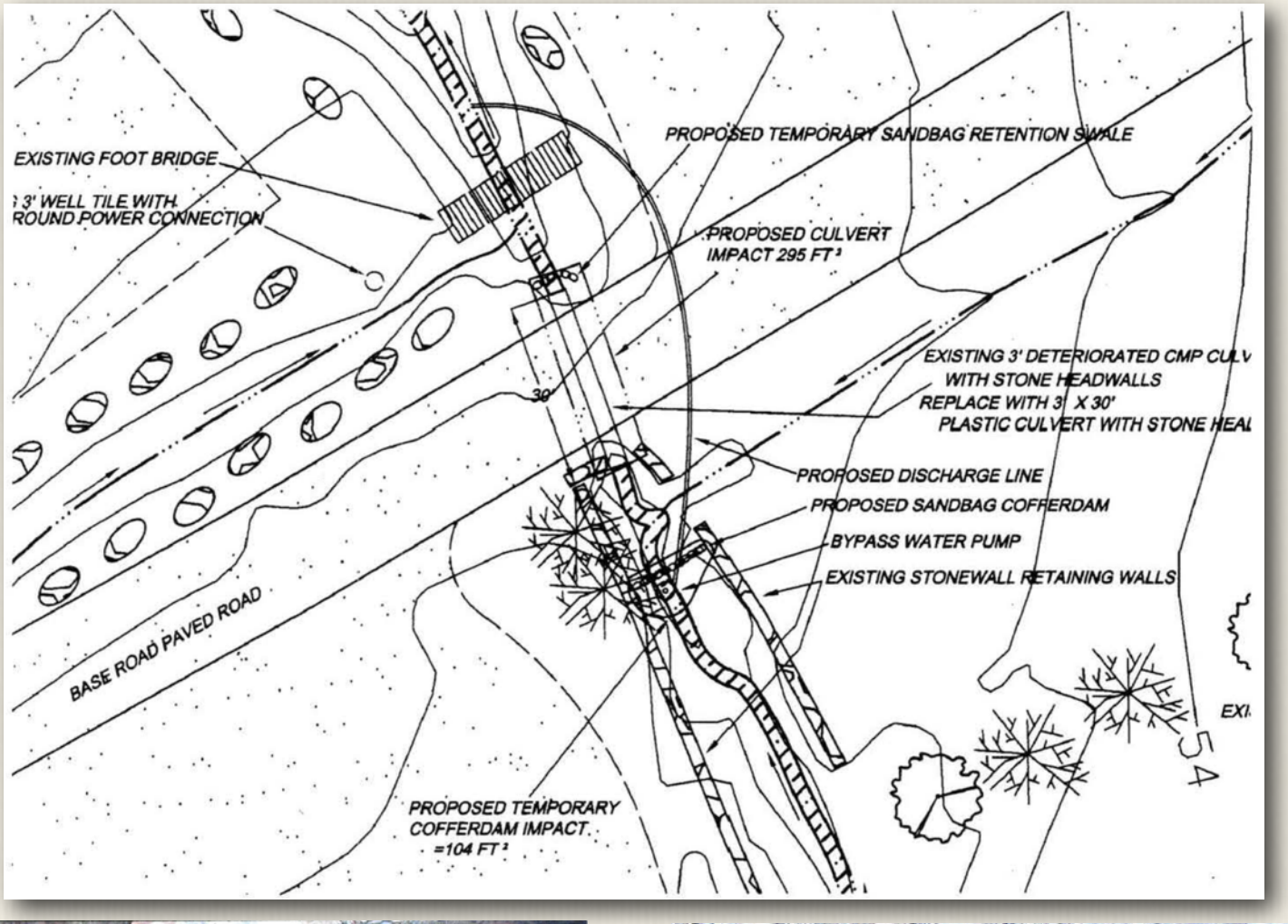





Figure 1 – Inlet view of installed culvert



Figure 2 – View of outlet of new culvert

**Culvert Replacement Project #2008-01146**
**August 4, 2008**

This form is required in accordance with administrative rule Wt 506.02(i) and shall be submitted to DES within 10 days following completion of your project. This form with photographs of the completed project site can be mailed to the DES Wetlands Bureau

Replace deteriorated 3' corrugated metal pipe culvert with 3' plastic culvert and stone headwalls in an unnamed 2.5' wide perennial stream. Elevation and angle of culverts to remain the same. 295 square feet of impact proposed for culvert. 104 square feet of temporary impacts proposed for bypass cofferdam. Dam to be constructed of sandbags to minimize damage to existing stream.

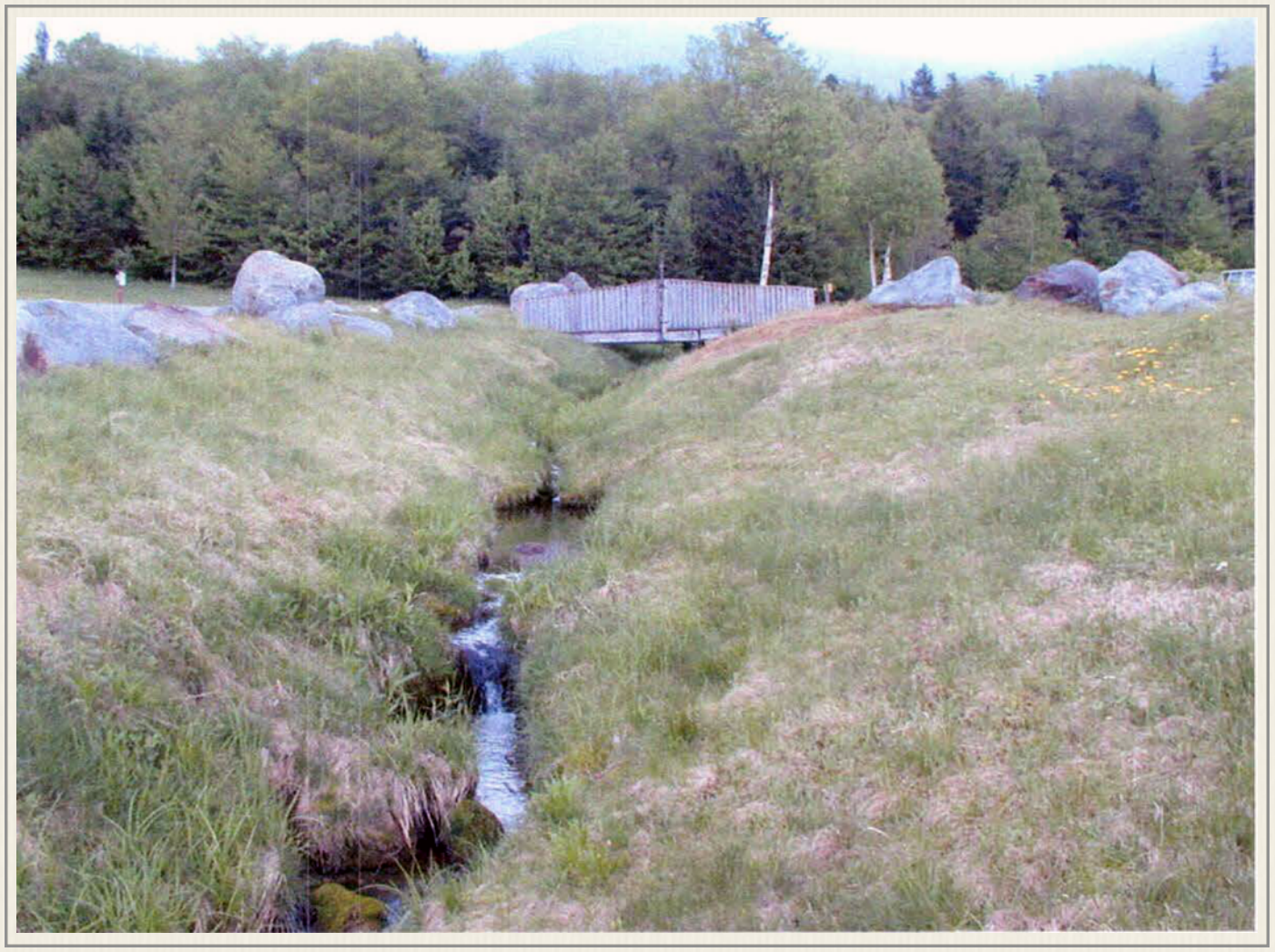


Figure 2 – View of stream north of culvert looking towards foot bridge and base road. Rocks on either side of photo are edge of gravel parking lot.

**Jeremiah F. Eames, John B. Eames, and Jack C. Eames**
**vs.**
**Joel J. Bedor, Wayne W. Presby, Mountain Properties Preservation Corporation, and The Mount Washington Railway Company**
**Docket No. 07-E-299**
**November 5, 2008**

ORDER ON MOTION FOR JUDGMENT ON THE PLEADINGS

The parties are before the Court on a suit in equity, in which the petitioners - Jeremiah Eames, John Eames, and Jack Eames-allege that they and three of the respondents - Joel Bedor, Wayne Presby, Mountain Properties Preservation Corporation ("MPPC")-were partners of the MWH Preservation Limited Partnership ("MWH") and that they were damaged when these respondents diverted MWH assets to The Mount Washington Railway Company ("the Cog"), which is owned primarily by Bedor and Presby. The respondents have filed a joint mo-

tion for judgment on the pleadings, to which the petitioners object. The Court held a hearing on the motion on October 23, 2008. For the reasons set forth below, the motion is GRANTED.

***I. Standard of Review***

"In general, a motion seeking judgment based solely on the pleadings is in the nature of a motion to dismiss for failure to state a claim." Lachancev U S Smokeless TobaccoCo , 156 N.H. 88, 93 (2007). In reviewing a motion to dismiss, the Court must determine whether the allegations contained in the pleadings are reasonably susceptible of a construction that would permit the granting of relief. Plourde Sand& Gravel v JGI Eastern, 154 N.H. 791, 793 (2007). The factual allegations in the complaint are taken as true and all reasonable inferences drawn from the factual allegations are construed most favorably to the complaining party. Graves v Estabrook, 149 N.H. 202, 203 (2003). The Court then engages "in a threshold inquiry that test the facts in the complaint against the applicable law." Berry v Watchtower Bible & Tract So..c...1,52 N.H. 407, 410 (2005) (quotation omitted). "If the facts as alleged would constitute a basis for legal relief, the motion to dismiss should be denied." Starr v Governor, 148 N.H. 72, 73 (2002).

***II. Factual Background***

The Court assumes the following factual allegations are true and construes them most favorably to the petitioners. In 1991, MWH purchased the Mount Washington Hotel and Resort ("Resort") in Bretton Woods, New Hampshire. MWH was a limited partnership. The petitioners and the individual respondents, Bedor and Presby, were among its limited partners and MPPC was the general partner. In total, MWH had twenty-nine limited partners, but the parties have not identified the remaining limited partners not named in this suit. In June 2006, MWH sold the Resort and in December 2006, it was dissolved and replaced with liquidating trusts for the purpose of receiving payments from the sale and distributing them to the former partners.

MPPC was also administratively dissolved in December 2006. Bedor and Presby were corporate officers and stockholders of MPPC. The petitioners were also among the shareholders of MPPC. The Cog is a corporation that owns a tourist attraction - a railway up Mount Washington - that is independent and distinct from the Resort. Bedor and Presby, together with several minority shareholders, own the Cog. The petitioners have no ownership interest in the Cog.

The petitioners allege that the respondents used "their operational control over the Resort to divert its staff, equipment, and assets, including revenue, away from the Resort, and to utilize such staff, equipment and assets" to benefit the Cog and the respondents, causing damage to MWH and, in turn, damage to the petitioners. (Pet. at ,r6.) They also state that the individual respondents commingled assets of the Resort and the Cog, which diminished the value of the petitioners' investment in the Resort. (l.d...at ,m7-8.) The petitioners claim that the commingling and diversion of assets resulted in short term economic loss, due to reduced annual income, and long term economic loss, due to the appearance of reduced profit for the Resort which lowered its 2006 sale price. (l.d..a.t ,r8.) The petitioners state that they urged the respondents to stop using Resort resources for the Cog and to stop commingling assets, but the respondents did not heed this demand. (kl at ,r10.) Moreover, the respondents failed to provide an accounting that would show the extent of the diversion and commingling or to take action to prevent further diversion and commingling, despite promises to do so. (l.d...)

The petitioners contend that MPPC violated the fiduciary duties owed to a limited partnership by the general partner, and that Bedor and Presby exercised their controlling interest inMPPC in a manner that caused it to breach these duties.(l.d..a.t,r 16.) They state further that Bedor and Presby, as corporate officers of MPPC, owed fiduciary duties to the limited partners of MWH and stockholders of MPPC, and that they breached these duties by not operating the Resort in the best interests of MWH and MPPC. (l.d..a.t ,r17.) They also state that the respondents have violated the limited partnership agreement and applicable law and unjustly enriched themselves through self-dealing. (id.. at 1118.) The counts set forth in the Petition against Bedor, Presby, and MPPC, collectively, are: Breach of Fiduciary Duty (Diversion of Assets); Breach of Fiduciary Duty (Commingling of Assets); Breach of Partnership Agreement; Conversion; Waste of Partnership Assets; and Breach of Implied Covenant of Good Faith and Fair Dealing. Bedor and Presby are also individually charged with Self-Dealing, and the Cog is charged with Conversion and Unjust Enrichment. The petitioners have added a final count that states that if they prevail, they are entitled to attorneys' fees under the partnership agreement and common law.

***III. Discussion***

*Timeliness of the Motion*

As a preliminary matter, the petitioners argue that the motion was not timely filed.

They reason that because a motion for judgment on the pleadings is similar to a motion to dismiss, it must be filed within thirty days of the return date or by the date stated in the Court's Order of Notice. They contend that such a motion was due in this case on January 3, 2008.

While our State Supreme Court has articulated that the standard of review for a motion for judgment on the pleadings is the same as that for a motion to dismiss for failure to state a claim, it has not held that the same procedural requirements apply to both motions. In federal courts, a motion for judgment on the pleadings that does not rely on materials outside the record is evaluated under the same standard of review as a motion to dismiss. See generally Gulf Coast Bank & Trust Co v Reder, 355 F.3d 35 (1st Cir. 2004 ). Even so, there are different rules that govern how a motion for judgment on the pleadings and motion to dismiss are presented. A motion for judgment on the pleadings may be filed "[a]fter the pleadings are closed-but early enough not to delay trial." Fed. R. Civ. P. 12(c). Thus, the federal courts apply the same standard of review to these motions, but separate procedural requirements.

The Court finds no New Hampshire authority requiring application of the same procedural rules to a motion to dismiss and motion for judgment on the pleadings. While the standard of review may be the same, no rule or precedent dictates that they be treated similarly in terms of procedure and manner of presentation. The State Supreme Court has previously looked to the federal rules for guidance in explaining the procedural posture of a motion for judgment on the pleadings, see Jenks v Menard, 145 N.H. 236, 239 (2000), and the Court therefore finds the federal rules instructive. By acting on the pending motion, the Court will be able to more efficiently address defects in the petitioners' case prior to trial and no unnecessary delay of trial will result. Accordingly, the Court is not persuaded that the motion should be denied as untimely.

Moreover, as the Preface to the Superior Court Rules explains, it is within the discretion of the Court to waive application of a procedural rule as justice may require. In this case, neither party would be served by allowing this case to proceed to trial because, as the Court will explain below, the petitioners are not entitled to relief. Acting on the motion will best serve the parties' interest in resolution of the suit and judicial economy. Thus, even if the Court could find a rule precluding the filing of such a motion at this juncture, the Court would have the authority to waive that rule and, under the facts of this case, waiver would be appropriate in the interest of justice.

*Derivative Pleading Requirements*

The respondents' first argument in the motion is that the claims set forth in the Petition are derivative claims that must be filed in accordance with RSA 304-B:56-59. Pursuant to RSA 304-B:56, a "limited partner may bring an action in the right of a limited partnership to recover a judgment in its favor if general partners with authority to do so have refused to bring the action or if an effort to cause those general partners to bring the action is not likely to succeed." The respondents state that this is the only means by which the petitioners

1 The Court feels compelled to note that the question presented in the motion deals essentially with standing: whether the petitioners have standing to bring the Petition in their own right. The parties have not framed the timeliness argument in terms of standing or discussed whether the issue of standing is subject to waiver. In Kesslerv Gleich,156 N.H. 488, 492 (2007), the State Supreme Court assumed without deciding that the issue of standing in this context was not subject to waiver. Federal courts have consistently held that issues of standing cannot be waived because courts have an "independent obligation to examine their own jurisdiction, and standing is perhaps the most important of the jurisdictional doctrines." E.g. United States v Hays, 515 U.S. 737, 742 (1995) (quotation and brackets omitted). Because the parties have not addressed this issue, the Court will not engage in a more lengthy discussion of whether the issue of standing, as it pertains to this case, is subject to waiver under New Hampshire law and/or whether the issue must be addressed regardless of when the motion was filed.

2 The parties have not raised the issue of whether this case could proceed as a class action if properly certified. The Delaware Court of Chancery has allowed at least one such suit involving a dissolved partnership to proceed directly rather than derivatively because once a class was certified two clearly divided groups were delineated and the interests of all injured parties were represented by the class. Sae. lo re Cencom Cable Income Partners LP, No. C.A. 14634, 2000 WL 130629 (Del. Ch. Jan. 27, 2000). The parties have also not stated whether the concerns the Court will discuss regarding multiplicity of law suits and damages could be resolved by joining the other limited partners in this action. The Court only 'addresses the issue raised by the parties-whether the direct suit as presently filed is proper.

may pursue their claims. They state further that the petitioners have failed to comply with the statutory requirements for such a suit by, for example, failing to plead their efforts "to secure initiation of the action by a general partner or the reasons for not making the effort." 1d. at 304-B:58.

As the respondents anticipated in their motion, the petitioners cite Kessler v Gleich, 156 N.H. 488 (2007), in their objection and argue that derivative pleadings are not the only form of relief available in cases involving limited partnerships. Having reviewed Kessler, the Court is persuaded that the petitioners are correct that under certain circumstances limited partners may file direct rather than derivative suits.

However, the Court is ultimately convinced that Kessler does not support the petitioners' position that they may bring a direct action on the particular facts of this case.

In Kessler, the supreme court affirmed the trial court's finding that the defendant, as general partner of a limited partnership, breached his fiduciary duties to other limited partners. 156 N.H. at 489-90. The defendant had argued that the plaintiff lacked standing to bring an action for declaratory judgment "'in his own right' because such an action belonged to the partnership as a derivative action." .l!L at 492. The court first recognized that there are three types of claims available to a limited partner for breach of fiduciary duty: (1) "'an individual claim directly against the general partners for harm specific to that limited partner[;]'" (2) "'a direct claim against the general partners in a class action suit on behalf of all limited partners[;]'" and (3) "'a derivative suit on behalf of the partnership against the general partners.'" .l!L(quoting Caparos v Morton, 845 2 N.E.2d 773, 781 (Ill. App. Ct.), appeal denied, 852 N.E.2d 238 (Ill. 2006)).

The court recognized that many jurisdictions apply corporate law principles to limited partnership actions, requiring members to bring derivative suits similar to those brought by shareholders of corporations. .l!Lat 492-93. The court found, however, that such principles are not "always suitable for application to a limited partnership, whose structure can differ dramatically from that of a corporation," and that the justifications for requiring derivative actions in corporate suits were not necessarily present in limited partnership suits. ld... The court explained that in the partnership context, where the circumstances may be more simple and clear-cut, derivative pleading requirements may "'needlessly delay[ ] ultimate substantive resolution and serve[ ] no useful or meaningful public policy purpose.'" ld...a.t493(quoting lore Cencom Cable Income Partners, LP, No. C.A. 14634, 2000 WL 130629, at *3 (Del. Ch. Jan. 27, 2000)).

The Court therefore has the flexibility in this case to allow the petitioners to pursue their claims directly, and not as a derivative action, but only if doing so will not undermine the policy reasons for requiring derivative proceedings. Those reasons are that a derivative proceeding:

[1] prevents a multiplicity of lawsuits by shareholders; [2] protects corporate creditors by putting the proceeds of the recovery back in the corporation; [3] protects the interests of all shareholders by increasing the value of their shares, instead of allowing a recovery by one shareholder to prejudice the rights of others not a party to the suit; and [4] adequately compensates the injured shareholder by increasing the value of his shares. Durham v Durham, 151 N.H. 757, 760-61 (2005) (quotation omitted) (discussing reasons for requiring shareholders of corporations to bring derivative actions).

The Court finds that the first concern - multiplicity of lawsuits - is implicated in this case. The petitioners explain that the present case "distills to a procedurally simple dispute between two (2) sets of individuals." (Obj. Mot. J. on Pleadings at ,r 18.) In doing so, they make no reference to the fact that MWH had twenty-nine limited partners. The petitioners' claims for damages arise out of alleged harm perpetrated by the respondents against MWH. If the petitioners were to prevail on their claims, twenty-four other limited partners would still potentially have claims and the respondents could be forced to separately litigate twenty-four additional direct suits. The Court cannot find that this is simply a suit between two clearly divided groups in a tightly controlled partnership. Cf. Durham, 151 N.H. at 762 (direct suit by shareholder of closely-held corporation proper where all four shareholders were parties to suit, making derivative proceeding requirements purely technical); Cencom, 2000 WL 130629 (direct proceeding allowed where all injured partners were joined as a class, creating two clearly divided groups). To the contrary, there are many interested individuals not represented that may file subsequent suits if this suit proceeds as a direct action. Accordingly, the Court finds a genuine risk of multiple lawsuits under the specific facts of this case.

The remaining three Durham factors relate to the recovery sought. See Kessler, 156 N.H. at 494. Generally, these factors reflect the notion that recovery should be awarded directly to the business entity to protect corporate creditors and non-petitioning shareholders, while allowing the petitioning shareholder to benefit through share value increases. Se.a Durham, 151 N.H. at 760-61. With respect to these factors, the type of relief sought in this case is more problematic than that sought in Kessler. In Kessler, the plaintiff sought a declaratory judgment that a general partner had violated his fiduciary duties with the goal of having the general partner removed. 156 N.H. at 494. "As a practical matter, all parties [were] bound by the outcome [therein]" and it was "unlikely that any other limited partner would bring a subsequent suit seeking identical relief." W.. The holding in Kessler reflects the fact that the plaintiff sought only equitable relief and not monetary damages.

The present suit is notably different. The relief requested in the Petition includes a declaration that the respondents breached fiduciary duties. The declaratory relief sought is less central to this suit than the declaratory relief in Kessler, however, because MWH has been dissolved for nearly two years. The petitioners also ask for certain injunctive relief, but the Court cannot determine from the pleadings why the respondents need to be enjoined from taking action related to MWH since they are not currently in a position to manage the dissolved partnership to its detriment or cause harm to its reputation. The petitioners seek monetary damages, including: compensation for diminution in sale price of the Resort, - compensation for value of partnership assets diverted to the Cog, and compensation for all other damages. The petitioners ask that this compensation be paid directly to them. While the petitioners request several forms of relief, given that MWH is dissolved and all facts pied relate to past conduct, the Court can only reasonably conclude that monetary damages are the primary purpose of this suit.

"Where a partner brings a direct suit seeking monetary damages, there is a concern that any recovery will accrue to the benefit of the single partner to the detriment of the partnership, the partnership's creditors and the remaining partners." ld...at 494. While the Court is not aware of any current creditors of MWH and assumes that at this point there are none, there is a risk in this case that the three limited partners bringing this suit will benefit to the detriment of the remaining partners. While not clearly labeled as such, the petitioners' claims are derivative because they result from the diminished value of MWH. Yet the petitioners ask the Court to allow them to collect money directly from the respondents. Such an action would be to the detriment of the other partners not joined and to the detriment of MWH. Unlike in Kessler, "[t]he usual concerns regarding who receives the benefit of any monetary recovery ... are implicated." 1d.

The petitioners attempt to fit this case into the Kessler and Durham framework, but there are more differences than similarities between the cases. MWH was not closely held. It had twenty-nine limited partners. The relief sought in this case is overwhelmingly monetary in nature. There are twenty-four limited partners who presumably have identical claims that are not joined in this suit. The size of the partnership, relief requested, and risk - of multiple lawsuits all clearly distinguish this case from Kessler and Durham



***IV. Conclusion***

For the reasons set forth, the Court declines to exercise its discretion to allow Counts I through VIII to proceed as direct actions as they are presently filed. See Durham, 151 N.H. at 762 (explaining that it is the trial court that has discretion to allow a direct claim). On this basis, the Motion for Judgment on the Pleadings is GRANTED. The Court does not reach the issue of attorney's fees raised in Count IX as it is moot.

SO ORDERED. Date: November 5, 2008

*Bruce E. Mohl*

Presiding Justice *(left)*

### 2009 Track Maintenance Plan

**To:** John Robinson – NH DOT
**From:** Dave Moody
**Date:** December 15, 2008

"John – Here is our Maintenance List for the 2009 Spring. As always the work completed will be contingent on the weather. Happy Holidays from the Cog folks! Dave"

| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* |
|---|---|---|
| **Center** (in sets) | 22 | 14 |
| **Bents** | 41 | 48 |
| **Rack**s | 77 | 66 |
| **Sidepieces** | 125 | 89 |
| **Stringers** | 41 | 25 |

## ≺2009≻

### Dwnnwhy & Bouley Letter to Wayne Presby
### RE: Lobbying Agreement
### January 8, 2009

Dear Wayne:

I have put together the following agreement in which we will continue to represent The Mt. Washington Cog Railway before state officials, the legislature, agency heads, media representatives, and others that you so direct. Upon signing of this agreement by both parties, Dennehy & Bouley will continue to provide the following services:

1. Represent your business in Concord concerning any operation problems that may arise, especially with the Department of Transportation or any other state or federal agency.

2. Promote your business with tourism people and state government. [i.e. State Office of Vacation Travel and Mountain Recreation Association, etc.]

3. Set up meetings with political leaders that would enable them to develop a better understanding of the nature of your business.

4. Represent your business before the NH legislation on pending legislation affecting your business.

5. Review all legislation for the up coming 2009 legislative session and provide copies of all bills that may be of interest to the Cog Railway and lobby any issues that you determine. We will be watching for a possible amusement tax which would affect your business.

Dennehy & Bouley proposes to provide these services through January 31, 2011. For these services a fee of $8,000.00 will be required for the two-year period. Payment will be due in four equal installments of $2,000.00 each, due on July 15, 2009, September 15, 2009, July 15, 2010 and September 15, 2010.

I have enjoyed working our long relationship with your business in the past and look forward to a continued successful relationship. If the terms and conditions described above are acceptable, please sign in the designated area below and return one copy to Dennehy & Bouley.

*James P. Bouley*, Managing Partner - Dennhy & Bouley

# Documents - 2009

### Proposed Winter Work for 2009-2010

1. Build M4
2. Modify Ml to add rescue valves, clean a ·glit, and replace hoses if needed
3. Prepare engine 4 and coach 5 for display in Twin Mt
4. Build Display track for Twin Mt
5. Manufacture 100 racks and 80+ bents
6. Paint and rewire Machine shop
7. Build rescue coach with jack wheels
8. Replace floor on orange coach
9. New rings and valves on #9
10. Fix windows so they don't rattle
11. Install sound system on one coach

### 2010 Track Maintenance Plan

**To:** John Robinson – NH DOT
**From:** Dave Moody
**Date:** December 1, 2009
**Re:** 2010 Track Maintenance

"John – Here is our list for scheduled maintenance for the Spring/Summer of 2010. One crew will do the stringers & sidepieces and also install the new joint bars on all trestles this coming Spring. Completion of the list is contingent on the weather as always. Happy Holidays! Dave"

| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* |
|---|---|---|
| **Center** (in sets) | 18 | 22 |
| **Bents** | 31 | 41 |
| **Racks** | 64 | 77 |
| **Sidepieces** | 32 | 125 |
| **Stringers** | 40 | 41 |

## ≺2010≻

**Mount Washington Railway Company**
**Board of Directors Email Exchange**
**January 3, 2010**

**From**: Cathy Bedor at 6:07 pm

Happy New Year All,

Hopefully this next year will be better for the tourist industry then the last couple. Charyl, from the WMA, is compiling the information about the nature of the business in the industry and of the other attractions over the past few years for your information. Each of the attractions gives details at each Attraction meeting's round robin.

The marketing plan that we went over in the fall is well underway. You were right, Wayne, that a major change in the brochure design could not be done this year. But next year would certainly be possible. I am looking into various options for expanding our brochure distribution as you suggested.

We have been working with Laura getting the details we need for the specials including the correct wording etc. Having those decided early enough to to be in print should make quite a difference. Also, we are working with her and the Chambers about the Business After Hours in the Spring. May 18 is the tentative date for a combo event with Twin Mountain, Littleton, Franconia and Lincoln/North Woodstock. Hopefully, by next week we will have this date nailed down to put on everyone's calendar.

I am sorry that I wasn't able to be at the meeting in December. So, to give you an update, next week, when I return, I will email details on the status of several of the exciting projects that were proposed this fall.

My Best to All, Cathy

**From**: Wayne Presby at 7:02 pm

**Re**: Brochure etc.

Cathy:

Thank you for your email. I appreciate it very much. I speak or email Charley at least once a week and usually more often regarding operations at the railroad. It is essential as a department head that you do the same. You cannot be missing in action for weeks at a time. You have to respond to all emails. You must report to Charley at least once a week even if you having nothing to report. It would make our whole operation run smoother and we would be more productive if you just contacted him once a week to ask him if he needs anything. If you cannot commit to doing this, please tell me now, so we can get off the dime with this communication issue. I want you to cc me on every communication you have with Charley over the next month. I will be watching these emails to determine if you are doing as I have asked you in this email. I am sorry to be so blunt about this but this is crucial to our business and our working relationship. If you make this effort Charley will be hard pressed to criticize our advertising efforts.

Why can't we redesign our brochure? How long does it take to do this? We should be able to do a new design in a week. All it requires is new pictures and some copy.

Wayne Presby, President

# Documents - 2010

**Mount Washington Railway Company**
**Board of Directors Meeting**
**March 15, 2010**

On March 15, 2010, a meeting of the board of directors of Mount Washington Railway Company was held at Marshfield Station, Mt. Washington, NH at 10:00 a.m.

Wayne Presby, Charley Kenison, Susan Presby and Joel Bedor were present for the meeting. Wayne Presby called the meeting to order.

Joel Bedor gave a brief financial report. There was a discussion regarding the 2010 budget and when it would be complete. There was a discussion regarding them Banknorth financing.

Wayne Presby reported that it was complete and that the company had borrowed an additional $850,000 to complete the next new locomotive, crane car, and fueling solution.

Wayne Presby gave a status report on the reorganization. The reorganization documents were complete and the filing with the IRS was completed. The company was converted from a C corp to an S corp by these filings.

There was a discussion regarding the upcoming stockholders meeting which was scheduled for May 21, 2010 at 11 :00 a.m. Lunch is to be served. Wayne Presby is to provide Tammi Oeschle with a new list of the stockholders.

Charley Kenison gave a report on the shop projects underway. The newest diesel, M-4, the crane car, the sound systems for the coaches are all proceeding as planned.

No one knew the status of the Twin Mountain locomotive display and Wayne Presby said he would contact Jim Covey of the Chamber for an update.

Susan Presby gave a report on group sales.

Joel Bedor gave an update on marketing since Cathy Bedor was absent. The new brochure is progressing well and final copies should be out for review soon.

Wayne Presby discussed the need to analyze our web marketing and determine an effective means to measure which sites provided the best value.

There being no further business to come before the directors, the meeting was adjourned.

A true record attest: *Wayne W. Presby*, Secretary

**Summer Season Equipment Letter**
**April 29, 2010**

***Kenison to John Robinson DOT:*** "Dear John, This letter is to certify the following equipment for operation in the 2010 season: Diesel engines Ml, M2, M3. Steam Engines 9, 2, 6. Coaches 1, 2, 6, 8, 9. The track crew started work on April 19 and have cleared and inspected the track as far as Upper Waumbek switch, which is as far as we will be operating for opening weekend. We are building a fourth diesel which should be in operation by July 4, 2010. The schedule for the summer season will be: one steamer @ 9:00 am and the remainder diesels unless someone books a steamer for other hours. Skyline switch will not be used except for work trains and if extra steamers are run. We will work out a system of locking all the parts of the switch to prevent tampering. We are also building a flat car with a grapple loader for track work and removing the old wood from the mountain. This car should be completed by June 1, 2010.

Sincerely, *Charles Kenison* - General Manager

ps: 2 feet of new snow yesterday so we are plowing the track today!"

**Mount Washington Railway Company**
**Board of Directors Meeting Agenda**
**June 15, 2010**
**Marshfield Station, Mt. Washington, NH**

1. Call Meeting to Order
2. Financial Report - Joel Bedor 2010 Budget
3. Operations Report - Charley Kenison

"Passenger counts are about even with last year which is about 15% less to date than 2008. The Crane car is complete and has brought down 5 or 6 loads as well as delivering a couple of loads to long trestle.

The track crew has completed all planned work and will reduce to 4 people on Monday. The extra 2 workers for the summer will complete the joint bar installation and operate the crane car to bring down old timbers as well as be spare train crew.

All departments have been staffed for the summer with the exception of one more train person to be added in July and a full time postmaster.

M4 is moving along slowly due to the need for shop crew on other projects and will probably not see revenue service before 8-1-2010. We were short one man all winter that foresaw the possibility of being laid off in future winters and Mike Whitcomb was out for a couple of months with knee surgery. I have not been able to find a competent replacement. We also lost a couple of experienced train and track crew personnel due to the change in winter pay scales.

There is wide scale complaining and dissatisfaction about not getting a raise last year or this year. Charley"

4. Group Sales Report - Susan Presby
5. Marketing Report - Cathy Bedor
6. Old Business
7. New Business

**Brakeman's Narration of Trip**
**Summer 2010**

**Marshfield (820 m or 2,700') to Waumbek (1,149 m or 3,800') = 10 (?) minutes.**
**0-10 minutes. After passengers are seated, through the crossing of the Ammonoosuc.**

***Brakeman:***
*Welcome to The Mount Washington Cog Railway. Your engineer for this trip is _____*

*My name is _____, and I am the brakeman for this train.*

*EXPLAIN:* Any special circumstances pertaining to that day.
*OPTIONAL:* Summit conditions.

*In a little while, the train will stop at the Waumbek Water Tank.*

*At that time, I'll be happy to answer any questions you may have - if I can! But until then, my job is to study the track ahead and be sure the carriage travels smoothly.*

*We will broadcast a narrative of this tour for everyone in the carriage. We hope you find this educational and entertaining. Thank you.*

*Again, my name is _____ . And Welcome aboard The Mount Washington Cog Railway!*

## Documents - 2010

The Mount Washington Cog Railway first climbed to the summit of 6,288 foot Mount Washington in 1869. It was the world's first mountain climbing cog railway, conceived and invented by a NH native, Sylvester Marsh.

As we leave Marshfield Station, we pass the original locomotive number one, which earned the nickname *Peppersass*. Constructed in Boston in 1866, it shows Sylvester Marsh's experimentation with a vertical boiler. For two years *(Ed. note: vertical boilers began being replaced in 1874)*, before settling on locomotives with horizontal but tilted frames, as we see today, Marsh employed engines with vertical boilers that swung freely to stay level with the the steep angle of the track. *Peppersass*, whose name derived from her resemblance to a a pepper sauce bottle commonly found on dinner tables at that time, is the only surviving Cog locomotive of this type.

We have just crossed the Ammonoosuc River, as it winds its way 48 miles to the Connecticut River which empties into Long Island Sound. Ammonoosuc means "fishing place" in the language of the Abenaki tribe, the Native Americans who frequented the White Mountains vicinity for food gathering. Later, on a lofty shoulder of our mountain we will see the tiny lakes where the Ammonoosuc begins its approximately 4,200-foot drop to join the Connecticut. Behind us is Marshfield Station, named for Sylvester Marsh, the developer of the railroad, and Darby Field, said to be the first white man to climb Mount Washington. Field had two Native American companions when the climbed the mountain in 1642. A resident of Exeter, near New Hampshire's cost, he approached from the East, and probably never explored the Westem slope we will travel today.

Also, when Darby climbed the Mountain, it was not named Mount Washington. Our first president was but ten years old when Field made his ascent. The Abenakis called it Agiocochook, a name conveying the belief that the mountain was home to spirits. The Algonquin tribes called it Waumbek Methna, waumbek meaning white and methna meaning mountain.

Over the years no decade has passed without substantial improvements to the Cog Railway. Today, our enclosed carriage is propelled by either an historic steam engine or a modem engine that uses environmentally-friendly biodeisel fuel. The switches on the tracks are regulated by computers and double-checked by our brakemen and engineers at each stop.

There a Global Positioning System in place, that can identify the location and progress of every train on the track. There are two modem braking systems, one in the locomotive and one in our coach. Our enclosed cars are heated and sheltered from the wind and weather. A century ago, riders braved the elements in open cars. An attractive feature of our coach are windows that may be opened to sample the breeze or to take photographs.

**10 minute mark- just before steep ascent.**

It was 1784, when the Mountain was named for George Washington, which marked the white settlers' first era of creative nomenclature - naming natural features for U.S. Presidents or patriotic figures such as Benjamin Franklin. Family names attached themselves to many natural features. The range that lies west of us, on which you may see the Bretton Woods ski area, is the Rosebrook Range, named for pioneering innkeepers. Later in the 19th century, the names for mountains and other landmarks reflected literary and classical allusions: Mount Avalon from the story of King Arthur or Arethusa Falls, for a nymph of Greek mythology.

Later still, the names of scientists were employed: Tuckerman, Jackson, Agassiz and others.

The mountains of the Presidential Range were named in descending elevation for each President in sequence. The tallest is Washington. Next is Adams, then Jefferson, then Madison, and so on, with the lesser peaks named for the later Presidents.

On our left we will soon see Burt's Ravine, named for Henry Burt, who published a daily newspaper on the summit of Mount Washington every summer for thirty years, until 1908. Burt called his paper *Among the Clouds*. It was distributed to eager readers at a dozen grand hotels.

And how were the newspapers transported down this steep mountainside? For most daily editions, the Cog Railway was used, but twice each summer, Burt printed special editions to celebrate coach parades in Bethlehem and North Conway. On these days, five men would sit upon slide boards - small planks about three feet long and a foot wide - much like today's popular skateboard. Equipped with metal grooves that fit the central

cog rail, the boards also had rudimentary friction brakes that dragged against the rail. The men would ride these conveyances down the track at an average of eighteen miles per hour, holding bundles of papers between their legs. Their goal was to deliver *Among The Clouds* before any Boston papers could reach the mountains! The five men, carrying the special editions, were dubbed "The Paper Train", and their slide boards earned the nickname "Devil's Shingles". The risky devices were sometimes used by workmen to hurry home at day's end, but around 1930, railroad management banned them. The museum at Marshfield Station displays a Devil's Shingle, now safely retired from service.

As the trees closely line the track, we take note of white birches among the coniferous black spruce and balsam fir. As we climb, the birches will thin out and disappear, unable to withstand the harsh weather at higher elevations. We will see testimony to that cruel mix of winter wind, snow and ice in all species as we ascend higher. Some trees are entirely bare on their windward side where the branches turn brittle in the arctic blasts and are snapped off. The highest branches are stunted. The surviving trees grow shorter and shorter as the rising elevation increases their exposure to the elements.

It appears that the trees are leaning into the slope of the hill. Are they bent by the weight of ice and the cruel northwest winds? No. Those leaning trees are actually standing straight up! They appear to lean because of the steepness of the slope - an average of 25-degrees for the entire trip - and the tilt of our specially-built carriage. Our train climbs one foot for every four feet of track - that is, we go up about a third of a meter for almost every meter the train advances. Yes. The trees are pointing straight to the sky. It is we who are leaning!

**15-18 minute mark Waumbek switch/tank-Approach**

We are approaching the first man-made landmarks on the railroad. The Waumbek Water Tank is used by steam locomotives to replenish the water in their boilers. In our bio-diesel trains, we do not need water for steam, but we pause here to test the Waumbek Switch which can be used to direct trains to a side track to allow other trains to pass. This switch now runs on solar power.

Grand views surround us, and we see that our track follows a slight ridge that separates two vast ravines. To our south - on our right as we ascend - we may gaze across Ammonoosuc Ravine and, a mile and a half or 2.4 kilometers, as the crow flies, we glimpse the Lakes of the Clouds hut. A legendary landmark on the Appalachian Trail, the hut nestles and between Mount Washington and the barely discernible bump of Mount Monroe. The word "hut" has a special meaning in the White Mountains. Rather than a humble lean-to, a White Mountains "hut" provides overnight lodging and hot meals - more like an Adirondack-style lodge. Since 1915, The Lakes of the Clouds hut has been maintained by the Appalachian Mountain Club. The Lakes are at an elevation of 5,050 feet or 1,540 meters, and are the uppermost headwaters of the Ammonoosuc River.

Above the hut, we see the Presidential Range march southward toward Crawford Notch: Mount Monroe, Mount Franklin, and the conspicuous dome of Mount Eisenhower with its bald peak. These mountains, and three beyond are linked - summit to summit - by the Crawford Path. Now part of the Appalachian Trail, the Crawford Path was cut in 1819, by Ethan Allen Crawford, and is the oldest continuously used and maintained hiking trail in the Northeastern United States. We will learn more about this mountain man, Crawford, later in our narrative.

It is here that our brakeman offers a report on conditions recently observed. And, perhaps, from his long experience, some personal observations.

***Brakeman:***

*COMMENT/EXPLAIN: Visibility- some landmarks described in the taped narrative may be hidden by clouds.*

*REPORT: Current Summit conditions.*

*ADD: Recent sightings of wildlife. Seasonal vegetation.*

*PERSONAL OBSERVATIONS: Joke about the Hut ("My summer house with two swimming pools.") Remark on questions that "other" passengers may have asked (Humor.)*

*ANSWER QUESTIONS - If too technical, reply that the passenger's question would be best answered when the train stops at the summit.*

*EXPLAIN: Whistle - as engineer prepares to sound it? (This also serves to cut off questions.)*

*We'll have a chance to talk again when we get near the top. But, now, let's climb this mountain!*

**From Waumbek (3,800') to Halfway House (1,300m or 4,265') = 9 minutes. Straight.**

We leave the Waumbek Water Tank at an elevation of 3,800 feet.

To our north (left as we ascend) we may view across Burt Ravine, the modest Mount Clay, named for Henry Clay, a nineteenth century statesman, and more prominent Mount Jefferson, named for Thomas Jefferson, the third President of the United States. The northern Presidential Range includes Mount Madison and Mount Adams times two - one named for John Adams, our second President and the other for John Quincy Adams, our sixth President.

Our path lies straight ahead with hardly a bend in sight. As the vegetation drops away and the craggy rocks of the summit cone appear, we appear to be on a trajectory to the heavens - perhaps even the moon.

Did I say "the moon?

In 1858, when Sylvester Marsh applied for a state charter for his proposed railway, the legislative hearing was interrupted by laughter and good-natured jeers. One state legislator proposed amending Marsh's request to - quote - "Let him build a railway to the moon!" The joke has survived, with the Cog sometimes affectionately called the Railway to the Moon.

It it interesting that Apollo 11's lunar module, The Eagle, landed on the moon and Neil Armstrong stepped onto the lunar surface on July 20, 1969. It was exactly 100 years from the first ascent ofMount Washington on Marsh's "Railway to the Moon"'.

That maiden ascent of 1869 was the achievement of twelve years labor by a successful inventor and businessman, Sylvestor[sp] Marsh, who had retired very comfortably with no contemplation of future business enterprises.

We shall hear more of his story on our return trip, but a few facts will help us appreciate the climb ahead of us and the genius of its inventor.

Our train tracks rest not on a conventional rail bed of stone and gravel, but on a wooden trestle, a seemingly crude structure that was modeled on ingenious advances discovered during the Civil War. The Union army had devised a trestle design that allowed a destroyed bridge to be quickly replaced by a timber structure capable of bearing a full-sized locomotive and fully-laden cars. Marsh seized on the idea, mindful of the nearby supply of timber and the huge expense of the alternative. The trestle design soon revealed another advantage over conventional bedding: ice and snow dropped between the timbers to the ground below, thus minimizing the chore of clearing the tracks.

Marsh never claimed to invent the rack and cog means of propulsion, which had been the earliest of all locomotive systems, predating the wheel on rail technology that came to dominate the industry. He did invent the first MOUNTAIN-CLIMBING cog locomotive. Among the dozens of innovations that Marsh adapted - with many tried and discarded - several survive today. One is the single, central cog wheel and rack which is pulling us up the track. Earlier cog-driven locomotives employed two cog wheels and two tracks in place of wheels. The limitation of this arrangement was that such a locomotive could not negotiate a curved track.

His experiments showed that a central cog accompanied by outer wheels on tracks could accomplish the task without sacrificing the climbing power of his engines. Marsh knew that his train would need to circumvent huge obstacles near the summit- as we shall soon see!

**Halfway House - described on descent**

The Halfway House will be on your right.

This plain structure is the most recent incarnation of The Halfway House, one of the original features designed and built by Sylvester Marsh. We shall tell this story when we make our way back down the track.

**From Halfway House (4,265') to Jacob's Ladder (1,461m or 4,790') = 8 minutes.**

But, now, we approach the summit cone, a steep jumble of fractured rock. We enter a dramatically different world, indeed, the entire ecological system is changing. We see the diminishing vegetation shrink to apparent shrubs that hug the shelter of boulders. Their branches twist around the limbs and trunks of their neighbors, providing shelter to each other. These are not dwarf trees or even shrubs. These are the same species of lofty firs and spruce that we find at lower elevations. This striking form of natural adaptation is called Krummholz, a German word meaning "crooked wood" and signals that we are approaching tree line - that height of the mountain beyond which trees cannot grow.

Sometimes called "timber line", the demarkation of the tree line depends less on the precise elevation than on the severity of the weather. We are on the west side of Mount Washington, where conditions are more extreme than the east side, so on this side of the mountain, our tree line is slightly lower, about 4,800 feet. On the Eastern Slope, the tree line is higher: about 5,300 feet. But on any given slope, the tree line may vary by hundreds of feet of elevation.

By a fluke of nature, our route to the summit is interrupted by a deep traverse that bisects the ridge we have traveled. Here, the wind howls between the two ravines. Before the construction of the railway, when this ridge was a crude path, the uphill leg of this declivity was called "Jacob's Ladder" - probably by Ethan Allen Crawford. The name has since attached itself to the 300-foot trestle - 90 meters - that spans the thirty-foot deep gap.

There is no landmark on Mount Washington more appropriately named than Jacob's Ladder.

Jacob's Ladder is described in the Book of Genesis in The Bible. In Chapter 28, the patriarch Jacob rests his head upon a rock and dreams of a ladder to heaven. On the ladder are angels ascending and descending amid clouds. Theologians have interpreted the story of Jacob's Ladder in many ways, but there is no real dispute about the content of Jacob's dream: a ladder that leads to heaven. It is not uncommon for this landmark to be shrouded in clouds, and for upward-bound travelers to emerge into sunlight near the summit.

Whatever prospect offered by Jacob's Ladder, one fact is indisputable: the top of the trestle is the agreed-upon beginning of Mount Washington's alpine zone, where we pass the tree line and awaken to the world above the clouds!

We spoke of threes, and Jacob's Ladder is a 300-foot trestle - 30 feet above the ground, but it also incorporates a 30-degree curve and an astounding grade of 37.41 percent.

I say astounding because - as we climb Jacob's Ladder, you passengers in the back seat of the carriage will sit fourteen feet below the passengers in the front seat!

***Brakeman:*** **Crossing the trestle, depending on his assessment of the overall situation, he may invite passengers to stand erect (not in the aisle). The sensation is remarkable as all the world seems atilt!**

**From Jacob's Ladder (4,790') to Skyline Switch (1,700 m or 5,577') 10 (?) minutes**

We are entering a zone rich in stories - meteorological, botanical, geological and tales of - human exploration and habitation. Let's begin with the changing ecosystem. For every l00 feet of elevation we gain on this barren summit cone, our immediate ecosystem travels 10 miles to the north. The climate on the summit, will be seasonally the same as the climate in Labrador, approximately 500 miles to our north, at the Arctic Circle. The summit is arctic tundra beneath which is is 200 feet of permafrost. The landscape we see on Mount Washington today was formed by the movements of glaciers.

Our region sustained several Ice Ages, with ice advancing and retreating over millions of years. The final age of glaciation ended about twelve thousand years ago. A vast sheet of ice had come down from Canada and extended all the way to Long Island, New York. It covered the summit of Mount Washington. As this sheet of ice retreated, it formed glaciers - southward-moving masses of ice and rocky debris - which finished shaping the White Mountains, but none more so than Mount Washington.

We speak only of this final epoch because Mount Washington is 350 MILLION years old. That is when the immense pressure of volcanic and tectonic cataclysms formed the rocks we see jumbled on the cone. They

are mostly a variety of mica schist - the shiny mica being the crystals that shine on the summits and inspired the name The White Mountains. Mount Washington was 260 MILLION years old before the Rocky Mountains were formed!

What is important to recognize about these final glaciers is that, as their icy mass melted and retreated northward, the melting glaciers formed rivers of frozen slush that flowed south. Rocky rubble that had been carried south by the ice sheet was now released to be swept away by the melting glaciers. Some of this rubble scoured the ravines we see on the side of the mountain. Flowing ever southward, thawing and freezing, the glaciers shaped all manner of geological formations from notches to sheepbacks to potholes. Over the last two million years, this region endured several ages of glaciation.

The glacier that now still exists in Labrador left behind some curiosities in the zone we are traveling. A few rocks you may see do not belong here. They not mica schist but other kinds of rocks that reside miles north of Mount Washington. The ice sheet picked up samples as it headed south, then glaciers dropped these stones on Mount Washington thousands of years later. Too heavy to be washed south by the slushy rivers, they are miles south of their origins.

Also borne south by the most recent glaciers were seeds from Labrador. There are as many as 75 species of alpine plants surviving in this tundra, all of which are also found only in the near-arctic regions of Labrador. A very few local species of vegetation have, over thousands of years, adapted to the harsh environment - the briefest of growing seasons, snow every month and few hours of sunlight. Mount Washington and a handful of other White Mountain peaks host these Canadian cousins but one flower, the dwarf cinquefoil, found on nearby Mount Lafayette and here on Mount Washington is found nowhere else on earth.

**From Skyline Switch (5, 577') to Summit (1,917 m or 6,288') 12 minutes**

No description of Mount Washington's summit would be complete without the story of meteorology and human habitation.

We have heard Mount Washington described as home to the worst weather on earth. It certainly may lay claim to that dubious distinction! There are three geographical factors to consider, first. The Presidential Range, of which Mount Washington is the most prominent, runs north to south. Second, the mountains are the highest in elevation for the northeast United States. And, the third geographical factor is Mount Washington's location.

This location, by sheer accident is where three air masses and their associated fronts collide. We shall speak only of summer patterns, for now. One air mass comes from the South Atlantic. It is warm and moist. Another approaches from the North Atlantic. It is cool and moist. The third is the most powerful and prevailing front that moves down from Canada and across the northeast. It is called the continental polar air mass.

These three fronts travel for thousands of miles, then they all meet together at Mount Washington. This alone would be a recipe for trouble.

But consider this. So far, these three fronts have encountered little resistance from landforms. They swept across oceans and prairies. Then, all at once, as they meet together, they confront our high elevations. Mount Washington is particularly vexing for the continental air mass that flows from the west. Running from north to south, the mountain range creates a disagreeable barrier to this powerful flow.

This simple summary of the confluence of geography and weather patterns should amply explain the roller coaster of weather conditions atop Mount Washington. Average annual year-round wind speed at the summit is 35 miles per hour. But winds of hurricane force blow as many as 110 days per year. Winds of 100 miles per hour are recorded every month of the year, but in the summer winds exceeding 100 miles per hour are rare.

Temperatures in July range from a high of 54 degrees Fahrenheit to a low of 43 Fahrenheit. Winter temperatures have reached -43.6 degrees; with sustained winds of 87.5 miles per hour; resulting in a wind chill of minus 103 degrees.

A wind speed of 231 miles per hour was recorded on the summit in April, 1934 and for many years held the record of the world's highest. Precipitation is copious year-round-roughly eight inches per month. In winter, this falls as snow, of course, over 300 inches per year.

We know all this weather data because it has been measured continuously since 1932. The first year-round weather station on Mount Washington was established in 1870 by the U.S. Signal Service. It lasted until 1892.

The observatory that has occupied the summit since 1932 is not part of the government but cooperates closely with the US Weather Bureau and has assisted in a wide variety of research for the armed forces and environmental agencies.

Worldwide, there are hundreds of unmanned weather monitoring stations. The severity of the weather on Mount Washington requires that all measuring instruments are monitored around the clock. The observatory on Mount Washington is always occupied by men and women year-round.

Besides the Observatory, the summit has been home to hotels, horse stables, train sheds, TV and radio broadcast facilities, and a newspaper publisher and printer.

Today, besides the natural landscape and - depending on the weather - 360- degree views, the Sherman Adams Visitors Center is your destination. Here is a museum, cafeterias, gift shops, rest rooms, telephones, a post office - about anything a train passenger could desire. The Mount Washington Observatory Museum is free to Cog riders. The post office in the visitor center is the only place you can send a postcard with the Mount Washington postmark.

The summit of Mount Washington has been a popular destination since the mid-1800's, especially after the opening of the Cog in 1869. This tourist traffic inspired the building of several hotels over the years. The Summit House, with accommodation for 150 guests was the largest. It was three stories tall, with a large dining room and steam heated bedrooms.

The Summit House burned in June 1908, along with almost every wooden structure on the summit. Fires - mostly off-season - were impossible to fight because there was not a sufficient supply of water to battle the flames.

The other structure of note is one of the original hotels and the only one that survives- but as a museum, not a hotel. The Tip Top House was built in 1853 of stone. Its wooden roof was anchored to the ground by chains to keep it from blowing away. It has been restored and displays interesting artifacts of the summit's history.

Take time to view the exhibits that illustrate these vanished landmarks, and enjoy your visit to the top of New England!

**THE DESCENT**

**Summit (1,917 m or 6,288') to Skyline Switch (5, 577') 12 minutes**

**Lizzie Bourne.**

As we begin our descent, you will see the locomotive below our carriage. The carriage rests against the locomotive, and the two vehicles are not coupled together. This was true also of the climb, when the engine pushed us uphill. We require only gravity to keep us in secure contact.

On our left we pass the memorial to Lizzie Bourne, a young woman from Maine, who accompanied her uncle George Bourne and his daughter, Lucy, on a climb up the eastern side of the mountain. It was September 14, 1855, a day that started with rain, but cleared enough so that they decided to hike to the Summit House, which was located where the Sherman Adams Summit Building stands today. Two miles below the summit, the rain resumed and dusk fell. Visibility diminished.

Lizzie, at age 23, had a weak heart. She was also burdened by garments like petticoats, a heavy skirt and pantaloons - what one historian estimates as 45 yards of fabric. As her clothes were soaked, their weight be-

came intolerable and the cold permeated them. The trio stumbled in darkness with little notion of their progress. When the icy wind became intolerable, George urged the women to lie down and he built a crude stone wall to shelter them from the wind. The three then curled up together to share their body heat and await daybreak. At around ten o'clock, George felt Lizzie's hand and forehead. They were cold and lifeless. Wracked with despair and grief, he clung to his twenty-five year-old daughter Lucy for the next eight hours. By his efforts, Lucy survived.

To George Bourne, daybreak brought further heartbreak. Gazing upwards, he saw the summit house only 100 yards distant. The little group had passed over the summit and fallen exhausted on the mountain's west side. Lizzie's death exhibited all of the elements of Gothic Romanticism, the literary and artistic vogue that was fashionable in the 1800s at mid-century. Gothic Romanticism was the prevailing movement of the nineteenth century, and was especially evident in depictions of the White Mountains. The genre relied on the theme of a fearsome Nature overwhelming human endeavors. Forests and wilderness held hidden terrors that would be unleashed on the young, the innocent and the virtuous. Lizzie's death was life imitating art, and she was an immediate icon of the perils of Mount Washington.

Lizzie was not the first recorded fatality on Mount Washington - nor would she be the last. Beginning in 1849, with the death of an Englishman, aged 20, named Richard Strickland (like Lizzie, he succumbed to hypothermia), there are fairly accurate records of the lives claimed by Mount Washington. The death toll now exceeds 135.

**(Gulfside Trail) - Cairns - Crossing the Appalachian Trail**

Over a quarter of a million people visit the summit of Mount Washington every year, and thousands of them, like Lizzie, make the trek on foot. It is notable that this is the home of the nation's oldest, continually maintained hiking trail, the Crawford Path. The Crawford path, as it traverses Mount Washington also is part of the famed Appalachian Trail.

Here, The Appalachian Trail crosses beneath the tracks of the Cog Railway. The Appalachian Trail begins at Springer Mountain in Georgia and travels 2160 miles or 3,476 kilometers to Mount Katahdin in Maine, but Mainers call it simply Katahdin, which is the Penobscot Indian word for "greatest mountain". People who complete the entire trail are called "through-hikers", some leaving Georgia in May and passing through 14 states to arrive at Katahdin in September or October. At this point in their trek, through-hikers have 298 miles to travel before reaching Katahdin.

The piles of stone on both sides of the track are called cairns. They are manmade markers, intended to guide hikers in low visibility. Constructed by volunteers, each is placed at a point estimated to be visible from the preceding cairn on the trail when the clouds and snow make navigation nearly impossible. Each cairn is marked with a daub of paint - the color serving to identify the trail and assure the hiker that the correct path is being followed.

**Skyline Switch (1,700 m or 5,577') to Jacob's Ladder (4,790') to 10 (?) minutes**

We have noted Skyline Siding or Skyline Switch on our way up the mountain. It was installed in 1942, a year after switches were built at Waumbek Tank, below us, and at the Marshfield base station. Sylvester Marsh had first suggested that switches on the railway would permit cars to pass each other and thereby increase ridership on his railroad. It is said that Marsh was over-ruled by the the other owners of the Cog Railway. We will examine this episode soon enough.

Until these switches were built, three trains shuttled passengers on different legs of the trip to the summit. A train would leave the top and stop here, at Skyline. Passengers would dis-entrain and board another train that ran from here to the Waumbek Tank. Again, passengers would change trains for the final leg to the base. These same shuttles carried passengers up the mountain, so as you stepped onto the wooden platform at Skyline or Waumbek, a trainload of passengers would take your place and resume their excursion.

This three-train shuttle served for more than 70 years. With the installation of the switches, passengers could remain seated for the entire ride, ascending or descending, as trains passed at these sidings.

We approach Jacob's ladder and should observe that this trestle was destroyed in the Great Hurricane of September 1938. It was rebuilt with wooden timbers, and, indeed, steel supports were not employed until the 1990s.

The lore of Jacob's Ladder would be incomplete without noting that this declevity was a landmark on a hiking trail, one of several constructed by Ethan Allen Crawford. The Cog Railway closely follows that trail that Crawford marked in 1820. A boulder nearby the trestle still bears his initials and the date 1820.

Ethan Allen Crawford belonged to the second generation of settlers who inhabited the valley that we overlook as we descend the western slope of Mount Washington. His clan included the Rosebrooks and other pioneers, but none were as energetic as Ethan Allen Crawford. He was born in 1792 in Guildhall, Vermont and named for the Vermont hero of the Revolutionary War. His family moved to this valley a year later.

Ethan's 52 years are a saga of extraordinary accomplishments and devastating disappointments. He originated the first walking paths and bridal paths on these mountains. Ethan devised roads and turnpikes, built hotels and inns and may be said to have established the White Mountains as a destination famed around the globe. He hosted a dazzling array of poets, scientists and painters. He profited little from his accomplishments as floods, foreclosures and the folly of his own ambition left him and his wife Lucy in very modest circumstances. They rest in a small cemetery that you will pass on the Base Road, not far from the State Highway.

His exploits are too numerous to recite, and would require the duration of several rides on the railroad to give Ethan his full due. Let is suffice to say that we follow his trail today, the second of his trails to climb Mount Washington. At the foot of the track, near today's Marshfield Station, Ethan Allen Crawford built the first shelter at this location - later a hotel. And it was Ethan who cut the original seven-mile trail through the woods from his hotel on the highway to the base of the mountain. He was a giant of a man, the human equivalent to the grand mountain that was his lifetime companion.

**From Jacob's Ladder to Halfway House = 8 minutes. Straight.**

Sylvester Marsh was born in Campton, New Hampshire in 1803, but he made his fortune in Chicago as an entrepreneur and inventor in the meat-packing and grain storage industry. Quite well-off, he retired at the age of 52 and returned to New Hampshire.

In the summer of 1857, accompanied by his pastor, he went for a hike up Mount Washington. It was a clear August afternoon but above the tree line they were suddenly overtaken by a terrific storm with hurricane force winds, freezing rain and dark skies. Staggering and crawling, they lost their way but manage to stumble into the Tip Top House, exhausted.

Marsh had found his new challenge, to find a mechanical means of ascending Mount Washington, something safer and easier than walking, riding a horse or taking a carriage. He developed several variations of cog locomotives, working them out in model form. In 1858 he applied for a state charter, demonstrating a model of his invention to the New Hampshire Legislature. He was taken aback by their "universal burst of laughter" and one wit made the famous comment "let him build a railway to the moon if he wishes".

In 1864 Marsh bought an inn, the White Mountain House and 16,000 acres of land in Crawford Notch where Marshfield Station is now located. A major hurdle was the remote location of the base station, twenty five miles from the nearest main line railroad in Littleton. How would people get to the Cog Railway? Marsh signed an agreement with the Boston Concord and Montreal railroad that, if Marsh's invention worked, they would extend a line to Marshfield, receiving stock in the Cog for their commitment.

Marsh cut a six mile road to the base station. His son, Frank, oversaw the building of the experimental locomotive *Peppersass* in Boston. Once built, Frank took it apart, brought it to Littleton by train, ox carted it to the site and reassembled it.

By August 1867 Marsh had constructed one mile of the trestle roadway. It was obvious the state Charter's 1868 deadline was not going to be met. By agreement the Boston, Concord and Montreal's experienced bridge builder, John Sanborn, took charge of completing the line. To speed construction, the BC&M ordered a second locomotive, built at the Franklin, New Hampshire machine shop of thirty-six -year-old Walter Aiken. Aiken would build three subsequent locomotives, taking stock for payment and becoming a part owner of the railroad.

## Documents - 2010

On July 3, 1869, the Cog Railway was open to the summit. It was an immediate success and tourism flourished. The *Boston Transcript* called the first mountain climbing cog railway in the world "one of the greatest wonders of our time". In 1976 it was designated a National Historic Engineering Landmark.

Travelers could now board a railroad coach in New York City, check their baggage to the Tip Top or Summit House and, with only one change of trains, see the sun rise in the city one day and from the top of Mount Washington the next.

The Cog Railway still brings thousands of travelers safely to the summit of Mount Washington every year. Sylvester Marsh would be pleased to know that New Hampshire natives still own the cog railway and are as innovative in this century as he was in his.

**Halfway House to Waumbek = 9 minutes**

On your left you'll see the Halfway House again. This simple structure is appearing in its fourth or fifth incarnation. It is a landmark as old as the track beside which it sits. Always known as the Halfway House, it was built as a workmen's shelter during the construction of the railway and served as such for maintenance workers. It underwent many adaptations, depending on what was demanded by railway operations. It is today used for storage.

**The development of locomotives at Marshfield**

There are upwards of twenty books about the Cog Railway, and hundreds volumes written about Mount Washington - from science to mythology. If your interest has been piqued, you may want to read a few. It seems that a new one is published every year!

As a final thought, we invite you to contemplate how - in a vast wilderness, with the nearest rail terminal in Littleton NH, some 25 miles distant by ox cart - Sylvester Marsh built this astonishing marvel.

The first locomotive - *Peppersass* was built in Boston. *Peppersass* was intended as a work horse, to lug timber and rails uphill to complete the track. When the railway opened, *Peppersass* was pressed into service to haul passengers in carriages.

Subsequently, engines were manufactured in Franklin, New Hampshire by Mr. Aiken. In the latter part of the 20th Century, the Cog Railway established a winter quarters in Lancaster New Hampshire. There, mechanics could work on engines through the cold months. Management decided to construct their own engines and cars. The Marshfield base station and its out-buildings were absolutely isolated in the winter. The entrance road was not plowed. The Cog was not connected to the power grid. Electrical power depended on coal-fired generators, and coal could not be delivered in the winter.

By the 1980s, the Base Station became less of an isolated elbow of the sprawling wilderness. The road was repaired and plowed. Year-round electric power was inaugurated. For the first time in history, the base of Mount Washington could be used as a mechanical laboratory all year round. This made developing new engines much simpler.

During the 1980s the railway rebuilt its entire fleet of 6 locomotives and added one new locomotive giving the railway a total of seven working steam locomotives. The steam locomotives, however, used approximately one ton of coal on every trip and consumed over 1000 gallons of water. The locomotives were extremely inefficient. What would have Sylvester Marsh have done?

What we call computer technology was a common language for these engineers. They saw that the Cog's future would depend on factors that Sylvester Marsh may not have imagined but would have perfectly understood.

Just as Sylvester Marsh strove to connect his mountain railway to a source of coal, so did these inventors and planners give their utmost to assure the survival of the world's first, cog-driven mountain railway -- and to preserve the traditions of innovation and boldness of invention. The answer would rely on oil-fired diesel, but also with the technology that allowed the Cog Railway to best protect the environment that has sustained this venture -- the natural splendor of Mount Washington.

As Wayne Presby, vice president of the Cog, said recently: "The first attempt at diesel-powered engines was made in 1950 *(Ed. note: Offers of diesel Cog locos came earlier - first prototype 1976)*. Despite the best efforts of the cog railway, the Cog Railway mechanics *(Ed note: beginning in late 1930s)* were unable to convert the existing locomotives to another fuel. The design of the existing boilers on the locomotives did not lend itself to the use of an alternative fuel. Conversion to oil firing was considered the best solution ... This conversion effort was spearheaded by Charles Kenison, general manager of the railway and Al LaPrade, the railway's mechanical engineer. Kenison had worked for the railway as a teenager, and his father had worked as the shop foreman for many years. Al LaPrade had previously worked for the Portsmouth Naval Shipyard on nuclear submarine construction. This project proceeded simultaneously with the engine conversion project.

By 2007 they were committed to the goal of designing and building a diesel locomotive. From the start, they envisioned that the diesel locomotive would be operated on biodiesel, a petroleum diesel substitute, made from vegetable oils. The new locomotive was to be diesel hydraulic... that is, a diesel engine would be used to power hydraulic pumps which would supply hydraulic power to hydraulic motors and hydrostatic drives. Construction of the first locomotive began in late 2006 and was completed in June of 2008. It was fabricated and assembled at the base of Mount Washington in the shops of the cog railway. The locomotive was tested and officially launched by the governor of New Hampshire. It was named *Wajo Nanatasis* which means Mountain Hummingbird. The new locomotive operated extensively during the summer of 2008 and worked flawlessly.

Today the Cog Railway runs both environmentally friendly bio-diesel and historic steam engines.

The Cog Railway continues to embrace the spirit of survival, perseverance and innovation. We stride in the footsteps of Ethan Allen Crawford, Sylvester Marsh and the bold scientists, artists and explorers of a new nation -- not yet a century old when our train made its first brave ascent of Mount Washington.

The Bedor and Presby families who own the Cog Railway are deeply committed to the responsible stewardship of this National Historic Engineering Landmark and preserving this unique piece of White Mountain history.

**Waumbek to Base = 10 minutes**

We'll soon be back at the base station. We hope you'll take the time to tour the museum here at Marshfield Base Station and learn a little more about the world's first mountain climbing railroad. We appreciate your coming to the Cog Railway today and hope you have enjoyed your journey to the summit of Mount Washington.

Now, watch your step!

**Mount Washington Railway Company**
**Shareholder Meeting Agenda**
**September 15, 2010**

1. WELCOME - WAYNE PRESBY, PRESIDENT

2. OPERATIONAL REPORT - CHARLES KENISON, GENERAL MANAGER, JOEL BEDOR, TREASURER, WAYNE PRESBY, PRESIDENT

3. FINANCIAL REPORT - JOEL BEDOR, TREASURER

4. MARKETING REPORT - CATHY BEDOR, MARKETING

**White Mountain Association** figures through July 29, 2010

***Cannon Mountain/Flume Gorge*** - 2010 summer season to date (Flume Gorge opened May 1 // Tram opened May 28): Tramway visits are up 8% over last year; Tramway ticket revenue is up 7% over last year (we froze our '09 pricing); Tramway retail revenue is down 9% to last year; Flume Gorge visits are up 6% over last year; Flume Gorge ticket revenue is up 7% over last year (we froze our '09 pricing); Flume Gorge retail revenue is down 2% to last year

FY11 year-to-date (FY11 began July 1st): Tram visits are ahead of last year; Tramway ticket revenue is 15.3% ahead of budget and 10.5% ahead of last year; Tramway retail revenue is 18.6% behind budget and

10.8% behind last year;Flume Gorge visits are ahead of last year; Flume Gorge ticket revenue is 17.8% ahead of budget and 15.2% ahead of last year; Flume Gorge retail revenue is 6.8% ahead of budget and 6.2% ahead of last year

FY10 at closing (July 1, 09 - June 30, '10): Tram visits were ahead of FY09; Tramway ticket revenue was 5.9% ahead of FY10 budget and 2.4% ahead of FY09 actuals; Tramway retail revenue was 2.9% behind FY10 budget and 6.3% behind FY09 actuals; Flume Gorge visits were ahead of FY09; Flume Gorge ticket revenue was 2.9% ahead of FY10 budget and 5.4% ahead of FY09 actuals; Flume Gorge retail revenue was 8.6% behind FY10 budget and 1.5% behind FY09 actuals

***Clark's Trading Post***- head count up 1%, food up 1.4%.

***Conway Scenic Railroad*** - summer season off to good start, up significantly over 2009. Thomas weekend was up in passengers and revenue. Fall reservations are very strong. Increase in international and generational families.

***Hobo Railroad -*** the season has been up and down like rollercoaster. The heat wave drove numbers down but with the slightly cooler weather the numbers are beginning to climb uphill again. Currently, down 6.5% and gifts are okay.

***Loon Mountain -*** put in a new zipline last month (goes across river, about 700ft). Adventure Center is up 75% over 2009 and we have an Adventure package that is priced very competitively. The Gondola is up 21%. The summer success has also brought up food revenues too.

***Lost River Gorge -*** See above for notes. Admission income is up 15.28%; Admission numbers are up 8.1%. Gift sales are up 2.53% and food sales are up 16.11% to date.

***Mt. Washington Auto Road -*** have had good weather except for 2 really hard rain days which was the 2 days the road was closed for motorcycles only during bike week (still had 4400 bikers). Drive yourself tours are up 25%, guided tours are up 10%, retail is up 33% and food is up 16%.

***Mt. Washington Cog Railway -*** is up 30% over 2009, business has been very weather dependant, food/gift even with last year. People have an hour's time on the top now, so they are shopping on the mountain. The Steam Train is the first train of the day and continues to be very popular.

5. GROUP SALES REPORT - SUSAN PRESBY, GROUP SALES

6. OLD BUSINESS

7. NEW BUSINESS

**Mount Washington Railway Company**
**Group Market Meeting Materials**
**September 29, 2010**

**From**: Michele Cota
**Sent:** Wednesday, September 29, 2010 12:58 PM
**To:** Cathy Bedor
**Cc:** Sue Presby
**Subject:** Group tours inNH

Hi Cathy, we got disconnected on the phone earlier. See attached for a couple studies about NH and the group tour market.

***Passenger Demographics***

Basically, what I have been hearing across the country is that the group tour industry has dipped in the 90s and now it is on the rise again but with slightly different strategies. Reason being, many operators planning retail/wholesale tours were having the hardest time getting boomers on coaches. Now, there is a rise in Gen X and Y on coaches and preformed groups. Some operators have had a lot of luck with boomers but they are us-

ing the coaches more like a shuttle and they give their guests options to choose what they want to do OR they have something incredibly unique and interactive which the passenger would not have been able to experience any other way. Many operators plan a tour with an event as the focal point such as coming to New Hampshire for the Highland Games and going to the Cog the next day for example. All operators that I talked to last year that have reported amazing success have repositioned so that they target very specific niches such as agriculture, culinary, education, quilting, etc instead of general tours. This is leading to more interest from preformed groups as a side effect.

***A Couple Trends***

Lead time is getting shorter for operators and they are looking for more value. Also, group sizes are getting slightly smaller.

***Outlook for NH***

There is a lot of growth potential for New Hampshire. There are so many groups that go through New Hampshire and don't stop and I am finding this is happening because our neighboring states have a bit more brand recognition than we do. It is a matter of getting the word out which I am finding that more operators are catching on that we are pretty fun too!

***What I have been hearing as concerns about the Cog Railway***

For the Cog, I am finding that group tour operators get frustrated when they send a group for the sole reason of having a view but then they discover the average number of days that the mountain is in the clouds after their group ends up in a cloud. I am able to get more returned interest for the Cog when I talk about the experience of riding a mountain climbing train to the summit of one of the most interesting mountains in the world. It has flora and fauna that can only be found at Mount Washington. It has weather patterns that meteorologists observe from around the world. If they are lucky enough to see a view from the summit, then the group will be in for a breath-taking treat but I caution them to not use a view as their onlv sales pitch to their clients.

Another concern that I hear is how long it takes for a round trip or that they don't have enough time at the top. The duration on the train can make it difficult and strenuous for senior groups. I'm not sure if it is possible to do this, but the way Mikey goes one way on the auto road and the other in the train in his VVMA FAM would be perfect for some groups. It will cut down on time and give them a unique experience that would be very difficult to experience without being on a coach because of the logistics of parking.

I hear from operators that they wish that the summit observatory museum was included. One operator said it was a tease that he got the group up there and found out that they would have had to pay more to see the museum. Sue mentioned some new services for groups, but I can't remember if this was one of them.

"Home of the worst weather" is intriguing some but scaring many of the new ones away. When I get some of them to open up about that concern, then I can easily change their minds but I know that it is deterring some operators from considering going to the summit.

Okay! Sorry for over-loading this email. It was my New Year's Resolution to stop doing that but I tried to make my thoughts organized for you. Please let me know if you want to plan some time to sit down and chat about what I have been hearing. I am sure that Sue has much more ideas and information about group. Let me know how I can help and please let me know about any new group programs you develop!

Michele Cota, Marketing Specialist
New Hampshire Division of Travel and Tourism Development

### 2011 Track Maintenance Plan

**To:** John Robinson – NH DOT
**From:** Dave Moody
**Date:** November 30, 2010
**Re:** 2011 Track Maintenance

"John – Here is our list for scheduled Spring/Summer maintenance for 2011. Also plan on changing rack joint ties in various locations for about a week during Spring maintenance. We plan on having a crew pickup up the discarded track wood throughout the Spring with our new crane car. We have probably brought down 100 loads so far with another 1,000 to go. LOL. Happy Holidays! Dave"

| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* |
|---|---|---|
| **Center** (in sets) | 12 | 18 |
| **Bents** | 37 | 31 |
| **Racks** | 43 | 64 |
| **Sidepieces** | 27 | 32 |
| **Stringers** | 22 | 40 |

**Wood/Racks Replaced**

| *Spring of* | *Racks* | *Center* | *Bents* | *Str* | *Sidepieces* |
|---|---|---|---|---|---|
| **2010** | 64 | 18 | 31 | 40 | 32 |
| **2009** | 77 | 22 | 41 | 41 | 120 |
| **2008** | 66 | 14 | 48 | 25 | 134 *(Spring & Fall)* |
| **2007** | 66 | 36 | 43 | 33 | 95 |
| **2006** | 95 | 20 | 56 | 34 | 103 |
| **2005** | 80 | 22 | 46 | 31 | 93 |
| **2004** | 77 | 24 | 31 | 26 | 48 |
| **2003** | 77 | 24 | 50 | 26 | 79 |
| **2002** | 117 | 37 | 58 | 45 | 95 |
| **2001** | 103 | 38 | 79 | 64 | 117 |
| **2000** | 75 | 50 | 60 | 85 | 80 |
| **Avg/Year** | 81 | 28 | 49 | 48 | 90 |

## ≺2011≻

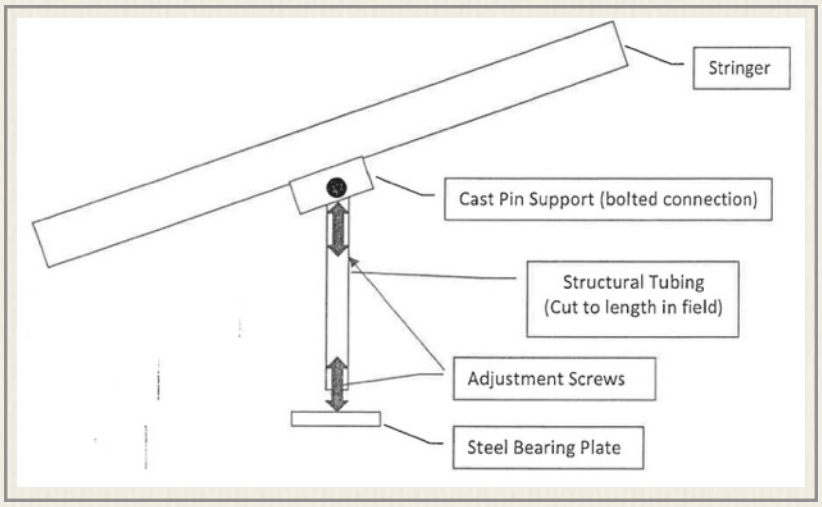
### Mt. Washington Railroad Company
### Review of Rail System as per FRA Guidelines
### April 2011

***Narrative Review for Mt Washington CogRailway Bent Evaluation:*** The Mt Washington Cog Railway was incorporated in 1859, and in 1866 construction began on a coal-fired, steam-operated railway system. The railway system was the brainchild of Sylvester Marsh of Littleton, New Hampshire, who designed and built the massive undertaking. On July 3, 1869, a steam locomotive ran from the base station to the summit of Mt Washington. The railroad consists of approximately 1237 stations (or bents) that are located at a distance of 12-feet center to center, for a total of 2.74 miles. The railroad operated for a number of years with steam locomotives until the recent introduction of diesel-operated locomotives in 2009. The railroad has been operating continuously for 142 years and essentially utilizes the same wood-framed structures designed by Mr. Marsh, with several notable exceptions identified as: the upper and lower switches, the steel trestle (Jacob's ladder) and the 1941 switch. The railway operates passenger coaches.that are positioned at the front (uphill) side of the engines. The coaches are not directly connected hut operate on a gravity basis against bearing plates located on the coaches and locomotive engines. Propulsion of the engine is via a rack and pinion system. The rack is located on the centerline of the tracks and the pinion is mounted beneath the engines and coaches. Only the locomotive pinions are utilized for propulsion while the pinion system on the coaches is utilized for braking. The engine operates at a speed of less than 4 miles per hour.

On April 12, 2010, John W. Dumont, Jr. of Continental Consulting met with Messrs Al LaPrade, Chief Engineer and Charles Kenison, Manager, for the Mt Washington Cog Railway. The purpose of the meeting was to discuss recent controlling design requirements and actual site conditions as it related to the performance of a structural analysis of the Cog Railway bents in accordance with the United States Department of Transportation Federal Railroad Administration guidelines promulgated under 49 CFR Parts 231 and 237. Design guidelines produced by the American Railway Engineer and Maintenance-of-way Association (AREMA),Chapter 7, were additionally identified and provided for review and evaluation of the bents and structural components.

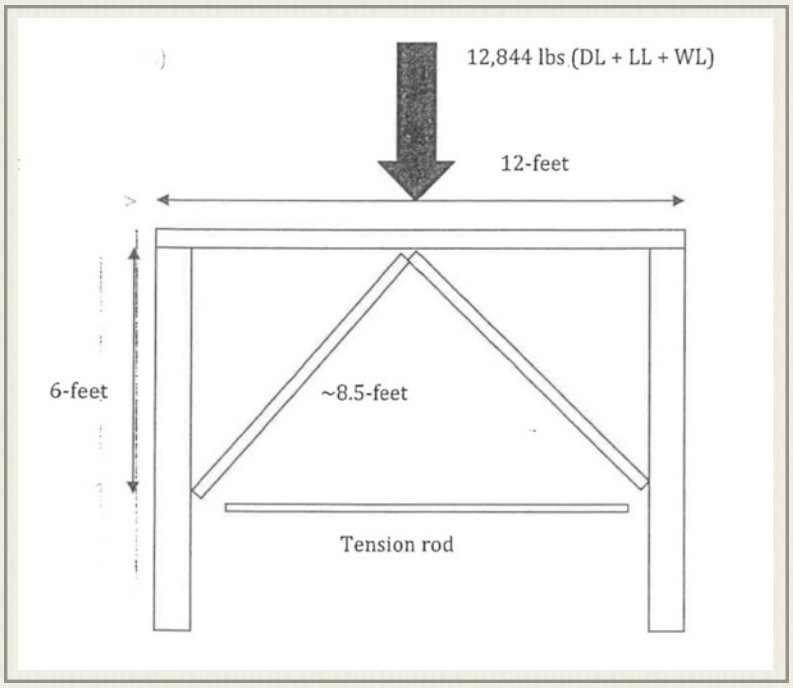
On April 27, 2011, Mr. Dumont met with Mr. LaPrade and conducted a walking tour of the engine barn to station 530. Pictures and notes were recorded of the visit. Additionally, Mr. LaPrade provided estimated calculations for the diesel engine wheel loads and coaches, which were tentatively scheduled for load cell testing in the near future. On May 11, 2011, Mr. Dumont completed a walking tour of the railroad from station 530 to station 1220. The weather conditions during this survey were foggy with winds gust of 50 miles per hour and temperatures in the mid 20's F at the summit. Observation of the bents, Jacob's ladder and the upper and lowered switches was accomplished and photographed. On May 24, 2011, Mr. LaPrade provided centroid calculations for the diesel engine based on recent load test conducted by Mr. LaPrade. Mr. Dumont reviewed the calculations and confirmed that the maximum design at the rear port wheel of the diesel locomotive engine was 10,825 lbs based on the test results and CG resolution of load components.

On June 15, 2011, Mr. Dumont accompanied Mr. LaPrade and a railroad crew for the purpose of conducting field measurements of deflection for a diesel engine locomotive. Measurements were taken with Engine M2 at Stations 104-105 and 309-310. Weather conditions at the time of the tests were fair, with winds below 5 knots. The maximum deflection measured occurred at station 104 - 105 at the rear port wheel and measured 0.625 inches. Maximum deflection, including wind loading, was calculated to be 0.858 inches. In conjunction with the aforementioned, engineering evaluations were conducted to determine the adequacy of the structural components of the railway system. AREMA *Chapter 7 Wood Structures Standards* was reviewed and applied in initially evaluating the rail stringers, which consist of No 1 grade treated Southern Yellow Pine: the stringers are typically 9" in depth x 10" in breath x 20-ft long sections. Assumptions for the calculations are provided in the Appendix entitled *Load Calculations for COG Stringers* dated September 2, 2011. Based on the application of the design loads and AREMA standards, it was determined that the current stringers - evaluated by section modulus, shear and deflection - are inadequate if the American Wood Council (AWC) Figure 7 *simple beam, concentrated load at center* diagram is utilized to determine the "worse case" loading situation. Options were reviewed for correcting the situation, resulting in the selection of a vertical column *(next page)* at mid span (6-feet) at each bent to reduce the overall span. Since the longest column length was determined to be 16-feet for the majority of




wooden bents, a structural section was selected based on the maximum loading occurring at mid span: a 4 x 4 x 1/4" ASOO structural steel tubing was determined to be adequate for ,the application. Cast pin supports with threaded end adjustments were selected to allow for ease of-installation based on the variance in height, terrain condition and quantity of spans that would be addressed (see Appendix for supporting calculations). A pinned connection with a cast upper plate and a threaded adjustment connection at the base for ease of installation and maintenance is offered for consideration. It will be difficult to maintain a third bearing surface of the type that relies on direct ground support without a prepared foundation system. Offering a screw adjustment with two pinned connections will allow track personnel to maintain the system over time and make adjustments for differential settlement.

Notwithstanding the aforementioned, a large portion of stringers are 24-foot long and are supported by three bents. If the American Wood Council (AWC) Figure 30 continuous beam with equal concentric loads diagram is utilized to determine design moment and shear values, there is a significant reduction in the calculated moment and shear values. Even so, on this basis, the stringers are marginally undersized but the method of analysis does provide precedence for providing intermediate supports to the Figure 7 stringers first.




The Jacob's ladder section of the rail system consists of pre-fabricated structural steel bents that were assembled in the field in 1990. The bents utilize A588 Grade B steel and incorporate the stringers and tract system overhead. As the stringers were determined to be inadequate, support bracing at the midpoint *(left)* was determined to be a plausible solution. The applicable maximum loads were applied at midpoint and a section of 3" x 2" x 3/16" structural steel tubing (TS) was determined to be adequate. The tubing effectively cut the span length to 6-feet and is supported on the WlO x 39 existing columns (y-y axis). Since the structural steel bents are braced with tie rods between stations, no additional support was required for restraining the resultant loads; however, as a matter of additional safety, tie rods were selected to provide additional rigidity to the sections. Connection plates, stiffeners and fasteners were designed for the stringer and WF sections and are documented in the Appendix.

The bents were evaluated for overturning moments due to wind loads and the design wheel loads. Moments were calculated for the maximum height of 16 feet with the worse case occurring at the axial support exclusive of the external timber bracing. No concerns were identified and the bents were determined to be adequate to resist overturning from design wind loads for the Jacob's Ladder structural steel bents and the timber bents. Lateral loading as a result of wind loads and G forces sue to deceleration were evaluated to determine the adequacy of the bent bracing. On September 22, 2011, field measurements using an accelerometer on a 15% grade with an engine and an unloaded coach traveling at a speed of 5 mph at a controlled emergency stop provided two reading of the resultant G force from the event: the readings were 0.15 and 0.24 Gs. Since the braking system acts independently, the higher G force value was utilized in conjunction with the total mass of the system as the design load: this value exceeded the AREMA design value as noted in the computations. Computations utilizing the above referenced longitudinal loads revealed that the Jacob's Ladder rods and timber braces are adequately designed to resist the design loads. It was determined; however, that additional bolts would be required to resist the axial loads in the timber braces.

The Base, Lower Waumbec and Upper Waumbec switches are essentially the same design, with the exception that the switches are utilized at 7%, 25% and 28% slopes respectively. The main carrying beams, end trusses and transfer section were evaluated for maximum shear, moment and deflection based on the design loads. A prior analysis completed by Al LaPrade for the original design employed the structural FATPAKII analysis for determining maximum stresses and deflections for the indeterminate components of the structural trusses. Since only the load components changed in value, with all other formulaic values remaining the same, ratios were computed to evaluate the components based on the new design loads. It was determined from this analysis, that the switches were adequately designed for the new loads. A concern about the inadequacy of a welded section on the WT6 x 20 sections was noted.

*- John W. Dumont, Jr. / October 19, 2011*

**Federal Railroad Administration**
**Safety Jurisdiction**
**Over Tourist Railroads**
**Updated October 31, 2011**

For resource and policy reasons, Federal Railroad Administration (FRA) does not extend the reach of most of its regulations as far as the statute permits. In an effort to clarify the proper extent of the exercise of FRA's jurisdiction over tourist railroads, we have recently settled on several principles that we will use as our current guidelines. We will exercise jurisdiction over all tourist operations, whether or not they operate over the general system, except those that (1) operate over track that is less than 24 inches in gage and/or (2) are insular.1 Operations on track that is less than 24 inches in gage have never been considered railroads under the Federal railroad safety laws and are generally considered miniature or imitation railroads. We will consider a tourist operation insular if its operations are limited to a separate enclave in such a way that there is no reasonable expectation that the safety of any member of the public, except a business guest, a licensee of the tourist operation or an affiliated entity, or a trespasser would be affected by the operation. An operation will not be considered insular if one or more of the following exists on its line:

- A public highway-rail grade crossing that is in use;
- A rail-rail grade crossing that is in use;
- A bridge over a public road or waters used for commercial navigation; or
- A common corridor with a railroad, i.e., its operations are within 30 feet of those of another railroad.

The mere fact that a tourist operation is not connected to the general system will not make it insular under the above criteria. While these criteria will tend to sort out the insular theme parks and museums, there will still be a need to do a case-by-case analysis in some close situations. Tourist railroads are not required to comply with 49 C.F.R. Part 227 (occupational noise exposure), Part 238 (passenger equipment safety) or Part 239 (passenger train emergency preparedness). Tourist railroads that operate on the general system must comply with all statutes and all other regulations and orders unless and until any appropriate waiver has been applied for and granted. Of course, FRA generally lacks the authority to waive statutory requirements. Thus, there are many FRA regulations that do not presently apply to tourist railroads that do not operate over the general system. However, FRA's emergency order authority permits it to address a true safety emergency arising from conditions... Consequently, even tourist railroads that operate off of the general system should understand that FRA has jurisdiction to inspect their operations and to take emergency action if those operations pose an imminent hazard of death or injury.

**2012 Track Maintenance Plan**

**To:** John Robinson – NH DOT
**From:** Dave Moody
**Date:** December 15, 2011

## Documents - 2011

**Re:** 2012 Maintenance

"John – Here is the list for scheduled maintenance for 2012. As always the weather will determine how much actually gets done. We accomplished everything on the 20111 list along with clocking and leveling plus over 700 ties replaced. A few major projects are int eh works for 2012. First being the complete removal of Skyline Switch, this section will be back to a normal mainline section. We are also looking into replacing the Ammonoosuc Trestle with steel span with concrete footings. This may be done in stages over several years? Happy Holidays to you! Dave"

| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* |
|---|---|---|
| **Center** (in sets) | 20 | 12 |
| **Bents** | 37 | 37 |
| **Racks** | 44 | 43 |
| **Sidepieces** | 45 | 27 |
| **Stringers** | 22 | 22 |

## ≺2012≻

**.Mount Washington Cog Railway**
**Board of Directors Agenda**
**August 20, 2012**

***Proposed Agenda***

1. Group SalesReport
2. Ticket pricing 2013 and Beyond
3. Operations Report

"New Coach is ready to roll - waiting on getting an engine re-piped for the air supply. Should be able to finish right after Labor Day weekend.

Locomotives are running ok numerous small repairs needed that hopefully will wait for winter. Transmissions are reaching the upper limit of their shoe life and will all be removed and repaired this winter. Parker will have new parts ready for us by November including some experimental shoes.

Staffing has been and still is an issue. We have had very little success filling the vacancies left from people returning to school. We lost 4 that have been full season but decided that they would be going to school late this summer. We also lost 2 to drug testing that we have not succeeded in replacing. The payroll reflects the overtime and training time needed to maintain operations. I suggest that we expand our program of leasing employees to Bretton Woods to include some of the non train crew essential employees.

The ticket program has been a huge success and is paying for itself in fees earned and fees saved.

The kitchen operation has been smooth so far, no customer complaints and no major issues.

Gift shop sales are down slightly, possibly due to the string of good weather keeping coats and sweat shirt sales down. We should make a decision this fall about moving downstairs so we can get it done this winter.

Lots of complaints about too many stairs and no elevator.

Photo guy has missed over 50% of August due to staffing issues.

I think it's time for a new video and a new sign.

I have heard that the State has approved the location for the train in Twin Mt. but, the town has not given us the go ahead yet. I would like to do the move in November or early December.

Tracks has completed close to 30%of the new support posts.

4. Marketing Report
5. 2013 Schedule- Christmas
6. Sales, Marketing, and Customer Relations Staff
7. Financial Report
8. Dividends
9. Future Meeting Schedule
10. Other

## ≺2013≻

**Mount Washington Cog Railway**
**Considerations in Designing Land Improvements**
**February 2013**

Budget/Timing
Future land use
Biggest "bang for the buck"
Minimize regular maintenance
Use plants friendly to the harsh environment
Traffic Flow to focus guests to gift shop, ticket office, etc. Possible snow removal considerations
Shop Tours
Back of House vs. Front of House issues
Lighting
Foliage for guest photography, etc.
Cabins, Boarding House, etc. Handicap access, parking
Elevator
Signage

**Cathy Bedor Email to Wayne Presby**
**RE: Points for BAH this Evening**
**May 29, 2013**

Hi Wayne,
Since I hadn't heard from you about meeting to discuss topics for this evening, let me just give you a couple of points to use a guidelines for your welcome comments.

First of all, Becky sent you three attachments last week for you to refer to- "What's New 2013" flyer, "Local 2 for 1" flyer, and Multi Chamber BAH flyer.



The items that are foremost in mind are: 30 Years of North Country Ownership Building 5th Biodiesel Locomotive (still operating steam nearly every day)

Name that train contest-on line
New Events this Year
Ride and Observatory Tours (meet with the scientists and tour the Observatory)
Ride and Photo Workshop Tours(spend the day on the mountain with a professional photographer)
Railfans Day ( several steam trains with photo opportunities and guided tours)
(The dates and details are on the "What's New 2013" flyer available at the event)
For the Locals-2 for 1 all June!! (Flyers available at the event)
The Cog continues to give a discount on the last train nearly every day of the year
Wayne, will you be there to greet and ride on one of the trains departing at 4:00? Or will you be there prior to the beginning of the event-6:00- to greet. Joel and I are waiting to hear from you to decide which time we will have to be there.

Any questions, let me know, Thanks *Cathy*

**Loan Agreement**
**Mount Washington Cog Railway**
**Track Support & Pilings**
**September 5, 2013**

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire

***REQUESTED ACTION***

1. Authorize the Department of Transportation to enter into a Loan Agreement with the Mount Washington Railway *(Vendor #49714)*, Base Station Road, Mount Washington, NH 03589 in an amount not to exceed $477,000, pursuant to RSA 228:66-a for the installation of additional track supports and pilings from the date of Governor and Council approval through March 31, 2034. 100% General Funds-Capital.

2. Pursuant to RSA 228:66-a, III, the Department has determined as part of the terms and conditions of the loan, a 1% fee be assessed and to authorize the amount of $4,770 to be approved for payment to the Department of Transportation, Bureau of Rail and Transit for monitoring and compliance of the loan agreement from date of Governor and Council approval through March 31, 2034. 100% Other-Fee Revenue.

***Project Description:*** The work shall consist of the purchase of materials and the design, construction and installation of new trestle supports and bracing to upgrade the track structure owned by the Railroad.

**Mount Washington Cog Railway**
**Dividend Letter to Stockholders**
**September 12, 2013**

Dear Stockholder:

Enclosed please find a dividend check on your shares in the Mount Washington Railway Company. As you probably know by now, the suit against the company by the Eames family and others has been decided and the court found in our favor on all counts. We are currently in the process of preparing motions in an attempt to recover a portion, if not all of our costs incurred in defending these unfounded allegations. On a more positive note, the railroad has experienced record breaking ridership during 3 of the last 4 months, and we are hopeful, if this great weather stays with us, that we will have a new yearly record and we may in fact reach 80,000 riders.

We have also just completed construction of our first prototype of a new passenger coach that utilizes air shocks to provide a smoother ride. We have incorporated new sound reduction materials in the construction of the coach which should make it quieter. In conjunction with the electronic controls on the new diesel locomotives we have been able to add a number of new safety devices to further enhance the safety of our operation. We hope to put this coach into service within the next month.

Thank you for your continued support and interest in the operation of the Mount Washington Railway Company.

With best regards, *Wayne W. Presby,* President - Mount Washington Railway Company

**GOVERNOR AND EXECUTIVE COUNCIL MINUTES**
**Windham High School, Windham, NH**
**September 18, 2013, 10:00 a.m.**

**DEPARTMENT OF TRANSPORTATION:** The Governor and Council acted as follows:

#77 - Authorized the Bureau of Rail & Transit to enter into a Loan Agreement with the Mount Washington Railway, Base Station Road, Mount Washington, NH, for the installation of additional track supports and pilings, in an amount not to exceed $477,000. Effective upon G&C approval through March 31, 2034. 100% General Funds – Capital. (2)Further authorized the amount of $4,770 for payment to the DOT, Bureau of Rail and Transit for monitoring and compliance of the loan agreement. 100% Other – Fee Revenue.

#78 - Authorized the Bureau of Rail & Transit to enter into a Loan Agreement with the Mount Washington Railway, Base Station Road, Mount Washington, NH, for the construction of a diesel locomotive, in an amount not to exceed $750,000. Effective upon G&C approval through March 31, 2034. 100% General Funds – Capital. (2)Further authorized the amount of $7,500 for payment to the DOT, Bureau of Rail and Transit for monitoring and compliance of the loan agreement. 100% Other – Fee Revenue.

**NH Bureau of Rail & Transit**
**Mount Washington Cog Railway**
**On-site Loan Inspection**
**December 27, 2013**

On December 18, 2013, John Robinson and I (*Brian Lombard)* did an on-site inspection at the Mount Washington Cog Railway to determine the amount of work completed under their two loan agreements with the State of NH for the manufacture of a new locomotive and the fabrication and installation of the trestle supports and tie bracing. The following are our findings for each project, including photos at the end of this report.



View of New Locomotive

***Project 28474***
***Loan for Manufacture of New Locomotive***
***$742,500***

The new locomotive is complete, but has not been used on the mountain yet. The locomotive was painted black and white and all components have been installed. The locomotive was stored outside at the time of our inspection and partially covered with a blue tarp because the hood cover had not been installed over the locomotive engine. Testing and minor modifications and adjustments may be required before the new locomotive can be put into revenue service. The disbursement request submitted by the Mount Washington Cog Railway *($626,648.93)* amounted to 84.4 % of the loan amount. Based on our inspection, we agree that at least 84.4 % of the locomotive fabrication work has been completed. After reviewing all the invoices and backup paperwork for the materials and labor, the Bureau approved payment of $623,186.62. The Bureau withheld payment of $3,462.31 of the requested amount because of incomplete backup paperwork and minor math errors.

***Project 28533***
***Loan for Trestle Support and Bracing Project***
***$472,230***



View of Two of the Installed Support Columns (photo taken 7-11-2013)

The track upgrades consist of installing adjustable steel supports at the mid-point of all stringers on the line to eliminate the deflection of the stringer under load. There are 1212 support bents on the track, and there will be 2424 new supports required (one on each stringer). In those locations where the required support will be less than 3 feet high, the Railway will install a fabricated pipe stand with a ball screw. The Mount Washington Cog Railway has purchased the required timbers, steel pipe and tubing, castings (top and bottom sockets, ball screw and column caps) and is fabricating all the column sections and short pipe stands on site. Just over 40% of the steel stringer supports have been installed *(992 of 2424)* according to the Mount Washington Cog Railway's general manager, Charlie Kenison. The installation of the tie spacers is partially complete and the remaining tie spacers will be installed in 2014 in conjunction with other track repairs. John Robinson did a track inspection of the Mount Washington Cog Railway in 2013 and agreed with the number of supports installed. John took photos *(prior page)* of the installation of the additional stringer supports during his 2012 and 2013 inspections and one of the photos is included at the end of this report. John and I did not inspect the track during this inspection trip because of the snow and ice conditions on the mountain. We inspected and photographed all of the stockpiled timbers (12" x 12" for column support bases and 4" x 9" for tie spacers), steel pipe and tubing, support castings and miscellaneous hardware required to complete the column supports and tie spacer installation. We also inspected and photographed the three different sizes of the short pipe stands that the Railroad has fabricated and has stored on site for use in the areas where there are less than 3 ft between the bottom of the stringer and the ground. During our inspection we saw over 500 of the short pipe supports fabricated and awaiting installation. The disbursement request submitted by the Mount Washington Cog Railway *($472,237.49)* for the track upgrades was slightly higher than the loan amount. Based on our inspection, we believe



View of Some of the Fabricated Short Support Columns

that all of the required materials are on site and about 40% of the supports have been installed. It appears that the cost estimate to complete the fabrication and installation of the supports was underestimated since the Railroad is requesting nearly all of the loan funds and all the work has not been completed. Based on invoices submitted to the NH DOT for payment under the loan, the number of supports installed and the remaining materials stockpiled on site, the requested loan amount appears satisfactory. After reviewing all the invoices and backup paperwork for the materials and labor, the Bureau approved payment of $464,022.77. The Bureau withheld.payment of $8,207.23 because of incomplete backup paperwork and minor math errors. After the remaining $8,207.23 in loan funds is invoiced and paid, the remaining fabrication and installation work of the supports and spacers will be the responsibility of the Mount Washington Cog Railway to complete at their cost.

*Brian Lombard*
Railroad Operations Engineer




*John Robinson, the railroad safety inspector and investigator at the NH Department of Transportation, poses for a self-portrait beside the Mount Washington Cog Railway last June. (2013)*
*- Robinson Family photo / NH DOT Newsletter - Spring 2014*

## ≺2014≻

### 2014 Track Maintenance Plan

**To:** John Robinson – NH DOT
**From:** Dave Moody
**Date:** January 6, 2014

**Re:** 2014 Track Work / Dec 2013 Inspections

"John – Here are Dec. Inspection Report and our 2014 track work list. The Summit Project will be the big job this Spring and hopefully we will get a dry Spring! Happy New Year, Dave"

| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* |
|---|---|---|
| **Center** (in sets) | 20 | 16 |
| **Bents** | 32 | 30 |
| **Racks** | 24 | 37 |
| **Sidepieces** | 47 | 31 |
| **Stringers** | 23 | 23 |

### 2015 Track Maintenance Plan

**To:** John Robinson – NH DOT
**From:** Dave Moody
**Date:** December 29, 2014
**Re:** 2015 Spring Track Plan

"John – Here is our list for 2015 Spring maintenance. We will also be finishing the mainline section of the Summit Switch, steel & wood sections. I hope you are surviving the Holidays! Dave"

| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* |
|---|---|---|
| **Center** (in sets) | 9 | 20 |
| **Bents** | 18 | 32 |
| **Racks** | 20 | 24 |
| **Sidepieces** | 16+ | 31 |
| **Stringers** | 16 | 23 |

## ≺2015≻

### 2015 Readiness Report
### Rec'd May 11, 2015

***Gareth Slattery Letter to John Robinson NH DOT:*** "This letter shall serve as notice to the New Hampshire Department of Transportation for the state of readiness of the Mt Washington Cog Railway 2015 operating season. The following shall describe the inspections of rolling stock, tracks, relevant winter maintenance and this summer's planned projects. Tracks department supervisor, Dave Moody, has inspected the tracks from the summit to the base finding no significant issues that will prevent passenger service. The track department was delayed by a long winter but is currently on the hill performing scheduled maintenance. The passenger coaches have been inspected and deemed ready for service by the Car Shop Foreman Rob Maclay. Coaches 8, 2 and 1 are on line and ready for full service. Projects for the car shop this winter included new seats for the Number 5 coach and new marine grade windows for the 4 coach. New seats should eliminate approximately 2,000 lbs from the 5 coach and provide a better customer experience. We plan on starting construction of a new coach to be put into service in the spring of 2016. The Locomotives 1, 2, 3, 4 and 5 have been inspected and deemed ready for service by John Suitor, Engine Shop Foreman. Over the winter maintenance was performed on all locomotives with a focus on fluid retention and scheduled maintenance items. The No.1 locomotive had a new hydraulic reservoir tank installed and steel was removed from the main trucks in an effort to reduce weight. The gross weight of the No. 1 locomotive was reduced by 3,000 lbs. At this time all locomotives have been inspected and are ready for passenger service for the 2015 season. During the first two weeks of May we plan on rebuilding the P14 hydraulic drive pumps in the No. 3 locomotive with new shoes of a new material that we hope will increase the reliability and life expectancy of the pumps. We will be running the No. 3 locomotive with the new equipment without passengers until we are satisfied with its performance.

In the track department our focus is on seasonal maintenance and the 2nd phase of the summit switch project. Seasonal track maintenance was delayed by the long winter on Mt Washington but has started in earnest this week. We have hired 3 men for the continuation of the intermediate support column project for the summer of 2015. The summit switch project will begin again in the next few weeks. We will be focusing on finishing the base in its entirety, running power to the switch and constructing a building to house the power units for the operation of the switch. The switch is scheduled for completion and operation for the spring of 2016. Track inspectors for this year are David Moody, Keith Farias.

Regards, *Gareth Slattery* - General Manager Mt Washington Cog Railway

### State Inspection
### June 3-4, 2015

To: Shelley Winters - Bureau of Rail & Transit Administrator
Subject: Inspection of the Mount Washington Cog Railway
From: John Robinson
Date: June 9, 2015

On June 3rd and 4th I conducted a track and trestle inspection on the Mount Washington Cog Railway. This memo will serve as a condensed overview of my findings. The general track condition is good to very good. On the 3rd I walked the main line from the shop up to the former Marshfield Station location then back down to the shop on the shuttle track rode the vestibule of coach # 2 with locomotive M-3 running as an extra to retrieve a film crew producing a NH Lottery commercial from the upper Waumbek switch and taking them to the summit. I immediately began my walking descent. Construction at the summit is progressing nicely with the completion of the renovated passenger platform but more noteworthy is the first phase of the new switch. This will provide two tracks for increased capacity and scheduling flexibility. This will be the fourth "shuttle style" switch replacing the slightly further down-mountain Skyline (original puzzle style) switch that was retired 4 years ago. I completed the day's inspection at the halfway house and rode the work train back to the base. The ride gave me the opportunity to have a conversation with Track Supervisor David Moody regarding mainte-

nance achievements and plans. The following day I rode coach # 9 with locomotive M-2 again to the summit and spent most of the 30 minute layover closely inspecting the new switch under construction

### 2016 Track Maintenance Plan

**To:** John Robinson – NH DOT
**From:** Dave Moody
Date: December 8, 2015
Re: 2016 Track Work

"John – Here is our list for 2016 Spring track work. We will also be finishing the Summit Switch, siding & decking for summer operation. Hopefully the weather cooperates! Happy Holidays to you and yours. Dave"

| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* |
|---|---|---|
| **Center** (in sets) | 13 | 9 |
| **Bents** | 11 | 18 |
| **Racks** | 21 | 20 |
| **Sidepieces** | 38 | 16 |
| **Stringers** | 8 | 16 |



*Work Train at Summit (2015)*
*- David Chase photo*

## ≺2016≻

### GOVERNOR AND EXECUTIVE COUNCIL MINUTES
**State House, Concord, New Hampshire**
**March 23, 2016 10:00 a.m.**

**DEPARTMENT OF TRANSPORTATION:** The Governor and Council acted as follows:

#21 - Authorized the Bureau of Rail & Transit to enter into a loan agreement with the Mount Washington Railway, Mount Washington, NH, for the construction of a diesel locomotive, passenger coach and Summit Transfer Station facility improvements in an amount not to exceed $1,800,000. Effective upon G&C approval through October 31, 2036. 100% General Funds-Capital.

### 2016 Readiness Report
**Rec'd June 3, 2016**
**via email attachment**

**Gareth Slattery Letter to John Robinson NH DOT:** "This letter shall serve as notice to the New Hampshire Department of Transportation for the state of readiness of the Mt Washington Cog Railway 2016 operating season. The following shall describe the inspections of rolling stock, tracks, relevant winter maintenance and this summer's planned projects. Tracks department supervisor, DaveMoody, has inspected the tracks from the summit to the base finding no significant issues that will prevent passenger service. The track department has been focused on the completion of the summit switch as well as regularly scheduled track work when weather is not favorable for work at the summit. At this point, the switch transfer table has been installed and trains are traveling through the switch to the summit. We hope to complete the switch in its entirety by the end of the 2016 operating season. The passenger coaches have been inspected and deemed ready for service by the Car Sho Foreman Rob Maclay. All coaches are currently in service. The 6 coach had both shafts replaced during the winter. It also had its old heavy seats replaced with our new wooden design. The 8 coach had the down mountain engineer's side half rebuilt because of rotting wood. The coach exterior was repainted in its entirety. The 9 coach also finally received the new windows after many design changes and they appear to be working. The track department's work flat had its down mountain shaft replaced along with upgraded roller bearings. The new coach has trucks and frame completed and the wood work has begun. The plumbing and controls will be installed next. We hope to have it out for our fall season. The Locomotives 1, 2, 3, 4 and 5 have been inspected and deemed ready for service by John Suitor, Engine Shoe, Foreman. Over the winter maintenance was performed on all locomotives with a focus on fluid retention and scheduled maintenance items. M5 received new spherical bearing sleeves for the truck toggles and all scheduled maintenance. M4 had its pilot operated check valves replaced and rebuilt P14's.installed as part of its scheduled maintenance. M3 had its P14's rebuilt and reinstalled as part of its scheduled maintenance. M2 and Ml also received all scheduled maintenance this winter. The new locomotive, M6, will begin start up and test procedures on June 20th. The new locomotive has component advancements that should help with power and reliability. M6 should be in service 2 to 3 weeks after initial startup. MW2 steam locomotive had standard winter maintenance only this year, while MW9 had a complete overhaul. MW9 has two new cog gears, both crank shafts and spur gears were also replaced. New valve and piston rings were replaced as needed. Both steam locomotives were inspected by the state of NH and deemed operational for the season. The track department has focused on the installation of.the summit switch transfer table as well as the replacement of racks and wood on the rest of the track. We hope to have the new switch operational by the end of the 2016 season. Summer season tracks will focus on the summit switch, structural column crew and additional maintenance items as needed. Power plants and electrical controls will be upgraded and replaced in both Waumbek switches. Remote controls for operating the switches will be upgraded to an industrial grade product with lock out capabilities for added safety and reliability. We plan on having all of that equipment installed and functioning by the end of August of this year. Track inspections will be performed by David Moody and Keith Farias again this year.

Regards, *Gareth Slattery* - General Manager"

**Tom Wagner email to Wayne Presby**
**RE: Cog Railway Boundary Line Issues**
**October 19, 2016**

From: Wagner, Tom -FS
Subject: Cog Railroad
Date: October 19, 2016 at 4:29 PM
To: Wayne Presby
Cc: Detzel, James R

Wayne,

We have almost completed some of the necessary preliminary work with a contractor to develop a proposal that we can discuss with you. Once we have that completed that work, I would like to schedule a meeting with you and James to discuss the specific steps needed to get to a point where we would officially exchange deeds and close on the exchange.

I think it is still good that you initiate the process by sending me a short letter that indicates your interest, based on our meeting in the field this summer, to explore exchanging properties to resolve historic boundary line issues. Our joint objective would be to utilize the appropriate channels available to execute an exchange that would be in the best interest of both parties. My address for the letter is below. Tom

Thomas G. Wagner Forest Supervisor
US Forest Service
White Mountain National Forest

**Wayne Presby Letter to Forest Supervisor Thomas G. Wagner**
**RE: Cog Railway Boundary Line Issues**
**October 26, 2016**

Dear Tom:

Based on our meeting at the Cog Railway Base Station this summer, I would like to propose exploring the possibility of exchanging some of our existing properties with the Forest Service to resolve historic boundary line issues. I would like to utilize the appropriate channels available within the National Forest to execute an exchange that would be in the interest of both parties.

Best regards, *Wayne W. Presby* - President Mount Washington Railway Co.

**2017 Track Maintenance Plan**

**To:** John Robinson – NH DOT
**From:** Dave Moody
**Date:** December 21, 2016
**Re:** *(2017)* Spring Track Work

"John – Here is our list for Spring track work. We will also be finishing the Summit siding to put the Summit switch into operation. Happy Holidays to you and yours. Dave"

| | **Total** *(To Be Replaced)* | **Last Year** *(Were Replaced)* |
|---|---|---|
| **Center** (in sets) | 5 | 13 |
| **Bents** | 10 | 11 |
| **Racks** | 24 | 22 |
| **Sidepieces** | 37 | 38 |
| **Stringers** | 6 | 8 |

## ≺2017≻

**Revised Track & Trestle Standards**
**Mt. Washington Cog Railway**
**January 1, 2017 - NH DOT Rail Safety**

***Section***

***1. Cog Rack:***

A. There shall be at least three and three quarter inches (3 ¾") between Up Mountain spool faces.

B. There shall be no more than four and three quarter inches (4 ¾") between Up-Mountain spool faces.

C. The rack shall be bolted on alternating ties or at least every thirty six inches (36")

D. Rack joint mismatch may not exceed three eighths of one inch (3/8").

E. The top of any spool may not be more than three quarters of an inch (¾") above or below the top of the rail.

F. No spool shall be worn in excess of forty percent (40%) of its original diameter.

G. There shall be no spools that are turning in a rack.

H. Cracks that extend through the corner radius of the angle iron shall require immediate repair or rack replacement.

***2. Rails:***

A. The gage shall be no more than twenty-six and three quarter inches (26 ¾") and no less than twenty-five inches (25") measured from. the inner edge of the rack to the gage side of the rail.

B. There shall not be more than a two inch (2") space between any two (2) jointed rails.

C. Any rail with a piece broken out of the head shall be repaired immediately by either cutting in a piece or completely changing the rail.

D. Cracked rails will be replaced or have joints bars applied immediately.

***3. Rail Joints:***

A. All rails will be connected by a pair of joint bars of a structurally sound design and dimension for the rail on which it is applied.

B. Between the inner most holes, joint bars will not be cracked or broken.

C. There shall be at least one (1) bolt per rail at each joint.

D. Each joint bar shall be held by track bolts tightened to firmly support and maintain the alignment of the abutting rail ends.

E. Each joint bar will have one side bolt and one spike on opposite sides.

***4. Alignment:***

A. The deviation of the mid off-set from a twenty four foot (24') line on both tangent and curved track may not be More than five inches (5").

***5. Track Profile & Surface:***

A. Profile in the rack or either rail may not deviate more than two inches (2") in any twenty-four feet.

B. There may not be more than two and one half inches (2½") of super- elevation in any curved section of track.

C. Cross level deviation at any point on tangent or reversed elevation on curves may not be more than two and one half inches (2½")

***6. Rail Fasteners:***

A. The rail must be spiked, bolted or lagged at least every thirty-six inches (36") on both gage and field sides.

B. Any spike, bolt, br Lag that is loose or ineffective will be considered missing.

***7. Timber condition:***

A. Timber must not be hollow, split or horizontally crushed more than twenty percent (20%)

B. All bents over seventy-two inches (72") high will have lateral braces.

C. All bents over seventy-two inches (72") high will have longitudinal braces on each side and in each direction where practical.

A. All bents over thirty-six inches (36") high will have batter post.

B. There shall be at least three (3) non-defective attached ties per twelve feet (12') of track.

***8. Crossties: (on the ground)***

A. There shall be at least four (4) non-defective ties every twelve feet (12') of track.

***9. Steel Bents:***

A. Steel bents shall be of a design approved by the NH DOT and of at least the strength of a new wooden bent construction standards in use at the Cog Railway in 1989.

B. All joints shall be fully bolted or welded

C. All bolts shall be of an approved hardness, and size as those in A.

D. All bolts shall be kept tight.

E. Cracks in any part of the bent shall not be allowed.

F. In areas where steel bents are installed adjacent to wood bents and longitudinal bracing is required, bracing shall be installed and fastened to adjacent wood bent.

***10. Repair priorities:***

A. Codes:

1. Repair before the next train is allowed to pass over defective condition.

2. Repair before commencement of the next day's operations.

3. Repair within t n (10) calendar days while monitoring as to assure condition does not degrade to a greater hazard,

4. Repair at the earliest opportunity.

B. Repairs coded 1, 2 or 3 that are not completed within the prescribed time allotment will be considered willfully neglected and subject the Railway to an order to cease operations until such repairs are completed.

C. In the event an order to cease operations is issued, under the criteria outlined in the previous section (B), an inspection by the NH DOT will be required prior to resuming operations.

D. By assigning priority codes 2, 3 or 4 the inspector, by signing the inspection report, has determined it safe to pass trains over the defective condition for the duration of time specified in each priority code.

***2. Track Inspection:***

A. Track Inspector & Form:

1. The General Manager shall establish and maintain a current roster of designated Track Inspectors including their basis for qualification. Newly qualified Inspectors may be added at any time.

2. The Railway shall provide an Inspection form for use by the Inspector. All deviation from these standards shall be noted on this form. Other defects or items of concern shall also be included.

3. All forms shall be dated and signed by the inspector.

B. Frequency & Manner:

1. A complete inspection of all track components and trestle structures shall be conducted prior to commencing each operating season.

2. All track..and switches shall be inspected at a minimum frequency of every two (2) weeks.

3. During the months of April, May, October and November these inspections may be performed by either walking or riding. During the months of June, July, August and September these inspections may be performed by either one (1) riding and one (1),walking or two (2) walking inspections.

4. All switches shall be walked monthly

5. A walking inspection shall consist of an assessment of all components of the track and trestle listing all defective conditions on the inspection report.

6. Track sections may be inspected separately and on different days.

7. These bi-weekly inspections will be conducted with at least six (6) calendar days interval between inspections but not to exceed seventeen (17) calendar days without completion.

C. The Inspection Form shall include:

1. Date of the inspection.
2. The section inspected.
3. The location of the defect.
4. A description of the defect
5. A repair priority code assigned to each listed defect.
6. The signature of the Inspector.

***12. Stringer Intermediate Posts***

TBD

***13. Inspection of Hydraulic Shuttle switches:***

A. Switch shall be cycled through it's full range of travel (from normal to diverting route and back) as part of the inspection.

B. Mismatching of rack or running rail at any transition point shall not exceed three eighths of one inch (3/8").

C. All bolts shall be intact and tight.

D. Hold down bolts on transition plates must be intact and tight.

E. Snap ring holding actuation linkage pins must not be worn or missing.

F. Any cracks in welds or structure will be repaired in accordance with the Repair Priority Code assigned.

CHAPTER 7

# Wayne's World

Cog Railway partners Joel and Catherine Bedor announced their retirement effective April 30, 2017, and sale of their interest in The Mount Washington Railway Company to their partner, Wayne Presby. "A dedicated and expert group of managers and staff have made it possible for us to re- store an aging and tired business founded in 1869 and make it the leading attraction in the White Mountains," said Joel Bedor. "I am confident that under the continued leadership of Wayne Presby the Mount Washington Cog Railway will continue to prosper and be a major economic engine for the White Mountains of New Hampshire." The Bedor and Presby families and a group of other investors purchased the Cog Railway from Ellen Teague in 1983 and have operated the Railway since then. Joel Bedor has served as the Company's Treasurer for 34 years, was President from 1986 to 1991 and has served as Chairman of The Board since 1991. During the last 34 years, the Cog has been a family affair, with Cathy Bedor serving as the Company's marketing director, and son William working during high school and college in several positions including engineer and more recently CFO.

## ≺2018≻

**Cooper Cargill Chant Letter to Lawyer Earl Duval**
**on behalf of client: Mount Washington Summit Road Company**
**RE: Usage of Mount Washington Summit**
**April 6, 2018**

Dear Attorney Duval:

As you know from our October 18, 2017 letter and e-mail to you, this firm represents the Mount Washington Summit Road Company, Mount Washington Stage Company and related entities that collectively own and operate the Mount Washington Summit Road (the "Road Company"). In our October 18, 2017 letter, among other items, we requested that all further correspondence be directed to this office. However, on March 9, 2018, you sent a demand letter directly to our client without even carbon copy to this office. As a preliminary matter, we again demand that you communicate through counsel, and refer you to N.H. Prof. R. 4.2 regarding communication with represented parties.

Substantively, on behalf of the Road Company, we note that the allegations made in your March 9, 2018 demand are wholly without merit. First, based upon a thorough review of record title, the Mt. Washington Railway Company ("Railway Company") has no property rights beyond the end of their tracks. Second, the status quo at the top of Mount Washington - including with Road Company, State, and Observatory vehicles proceeding around the end of the rail tracks, in land deeded from the Dartmouth College to the State of New Hampshire, to provide commercial and ADA-compliant vehicular access to the summit building - is entirely lawful, in compliance with existing property rights, and has existed since at least 1980 when the current summit building was erected and the old Observatory building was demolished. Any unilateral and unlawful action by the Railway Company, or any of its employees, owners, or agents, or anyone else on their behalf, to interrupt or interfere with this status quo will cause the Road Company substantial business losses and consequential damages, which losses we will seek to recoup from the Railway Company and any other appropriate interfering party.

In greater detail, following the Agreement of April 30, 1894 which you reference and rely upon entirely for your argument, 124 years and the following history have transpired, including the following:

## Documents - 2018

- In 1915, the Federal Government condemned all of the land generally on or around Mount Washington, excepting certain rights including: a) the Railway Base Area (Exception 2); b) the Railway corridor, up to the summit circle (Exception 3); c) the 50-rod radius summit circle then owned by the Railway Company (Exception 4); and d) the Road Company's Summit Road (Exception 6). See Condemnation, Carroll County Registry of Deeds ("CCRD"), at Book 176, Page 89 (October 18, 1915) .

- 1n 1939, the Railway Company mortgaged all of its property on and around Mount Washington (including the Base Area, Railway Corridor, and Summit Circle) to the Mount Washington Club, Inc. See Indenture, CCRD at Book 306, Page 10 (December 15, 1939). Mount Washington Club, Inc. then changed its name to the Mount Washington Summit House, Inc.

- The Railway Company thereafter lost to foreclosure or transferred all of their property on Mount Washington (again, including the Base Area, Railway Corridor, and Summit Circle), to the Mount Washington Summit House, Inc. (f/k/a Mount Washington Club, Inc.). See Deed, CCRD at Book 474, Page 1 (Nov. 15, 1962).

- In a series of transactions in November 1962, the Summit House then immediately transfers all of this property to the Trustees of Dartmouth College, via deed at CCRD Book 474, Page 2 (Nov. 20, 1962), who in turn: a) deed the Base Area and Railway Corridor up to the Summit Circle to Marshfield, Inc., CCRD at Book 474, Page 5; b) leases the Summit House and Tip Top House to Marshfield (for 10 years), CCRD at Book 474, Page 8; and c) grants a limited easement to Marshfield to operate a railway within the summit circle, which ends at the end of the tracks. CCRD at Book 474, Page 7. Dartmouth also deeded a fee interest in unrelated land within the summit cone (to the east of the old and current summit building) in 1964. CCRD at Book 481, Page 96 (Apr. 21, 1964). Also see Boundary Line Agreement, at CCRD Plan #3051.

- It is these rights that Marshfield then transfers to the Railway Company. See Deed, CCRD at Book 474, Page 58, 60 (Nov. 29, 1962).

- Dartmouth transferred its interest, including the fee interest to the Summit Circle, to the State of New Hampshire in two conveyances. See Deed from Dartmouth College, CCRD at Book 481, Page 209 (April 21, 1964); deed from Dartmouth, CCRD at Book 1252, Page 827 (July 3, 2008).

While the Railway Company may have owned the fee of the entire summit circle prior to 1962, it lost all of that property in 1962, and now the State of New Hampshire owns the fee to the Summit Circle. Other than an unrelated square lot to the northeast of the Sherman Adams building, the Railway Company's rights within the Summit Circle are limited to the limited casement grant which Dartmouth granted to Marshfield in 1962, at CCRD Book 474, Page 7.

That easement right of way is 99 feet wide to a "line parallel to and 50 feet easterly of the easterly side of the summit house" (the prior summit house), and then 50 feet wide to the terminus of said Cog Railroad" as now constructed on the summit of Mount Washington." See CCRD at Book 474, Page 7. In 1962, the Cog Railroad tracks did not extend past the recent end of the tracks next to the stage office, and therefore the Railway Company's Right of Way does not extend past the recent end of the tracks or the stage office. A copy of a 1958 Plan of the Summit Existing Conditions is attached as Exhibit A. Simply put, the Railway Company has no fee simple rights under the tracks within the Summit Circle, only easement rights; and has no property rights at all beyond the recent end of its tracks next to the Stage Office; and therefore cannot dictate what the Road Company, the State, or the Observatory accomplish on State-owned land beyond the end of the tracks.

Moreover, given that the Railway Company's rights within the Summit Circle are limited to easement rights overlaid on the fee owned by the State: a) such right is not exclusive; and b) to the extent that the Railway Company has further pulled back its track terminus from the Stage Office to the end of the Sherman Adams building walkway, the Railway Company may have abandoned its easement rights beyond that point. Under RSA 228:60 and 60-a, and with respect to all rail properties owned by the State (including the fee under the Cog rail line within the summit circle), the State owns the property in fee simple absolute, with reversionary rights extinguished, and the State able to determine those rights.

Finally, in 1969, the State Legislature passed RSA Chapter 227-B and created the Mount Washington Commission. Pursuant to the 1971 Report and Recommendation of the Commission, through approximately 1980,

the old summit house was demolished, the old observatory building was demolished, a new summit building was constructed, and vehicular access was provided to the new building around the end of the tracks, with parking on the Northwesterly side of the tracks close to the new summit building. I attach a picture from 1981 of the configuration with the new building as Exhibit B; and a map of Mount Washington State Park showing this configuration as Exhibit C. This configuration has existed since 1980; and the vehicular traffic to access the summit building around the end of the tracks, and parking on the northwesterly side of the tracks, has existed and continued uninterrupted since 1980.

In short, based upon a thorough review of record title, and evidence of the historic usage on the summit, I again note that the claims in your October and March letters are unsupported. The Railway Company does not own or have rights to any land beyond the end of its tracks, and the Road Company has every right to traverse with vehicles around the end of the cog tracks to access the summit building. Moreover, to the extent that you allege that the parking of Road Company and Road Company's customer vehicles on the summit under lease with the State, which has occurred since the advent of any automobile that could climb the Auto Road, creates some cause of action in the Railway Company, such argument finds no basis in any statutory or common law of which I am aware.

We therefore again request that you advise your client that any unilateral and unlawful action to interfere with the Road Company' rights, or business activities, on the top of Mount Washington will be met with a claim for all lost business profits and consequential damages, which I anticipate would be quite substantial.

Thank you for your review of this letter, your direction of any future correspondence to this office, your further review of the record title relevant to this matter, and your further advice to your client on this matter. Please do not hesitate to contact me with questions.

Sincerely, *Christopher T. Meier* - COOPER CARGILL CHANT, P.A

## Creation of Mt. Washington Railway Company Railroad Police Department Begins April 6, 2018

At the same time as the Mt. Washington Auto Road lawyers were crafting the above letter regarding the dispute over property rights at the Summit and Auto Road parking within the Mt. Washington Railway's right of way,Wayne Presby was signing a "Request for Railroad Police Commission" form while his nephew. Ryan Presby was signing the form requesting he be named the Cog's Railroad Police officer. The Presby's thought the existence of railroad police enforcing parking regulations at the Summit might provide some leverage in the dispute. New Hampshire state law allowed the creation of railroad police under Title 34 Ch. 381 by the Commissioner of Safety and governed by N.H. Administrative Rules, Saf-C 700. An edited summery of the law & rules follows:

**Section 381:2 - Appointment.** – The commissioner of safety shall have the authority to commission and rescind the commissions of all railroad police officers in the state of New Hampshire. The commissioner of safety may commission and rescind the commissions of railroad police officers recommended by the commissioner of transportation pursuant to RSA 228:62-a or recommended and appointed by the chief police officer, or in his absence the chief operating officer, of any railroad located wholly, or partially, within the state.

**Section 381:3 - Responsibility.** – In enforcing the provisions of this chapter, neither the commissioner of safety as an individual nor the state of New Hampshire shall assume any civil liability for acts of a police officer in exercising or attempting to exercise the powers conferred by this chapter. Nothing contained in this chapter shall have the effect of relieving any such railroad from any civil liability for the acts of a police officer in exercising or attempting to exercise the powers conferred by this chapter.

**Section 381:4 - Qualifying for Commission**. – Any person who was a railroad police officer on August 21, 1979, in order to qualify for an appointment as a railroad police officer pursuant to RSA 381:2, must have been employed on a full-time basis by a railroad police department, municipal police department or a state police department, or combination thereof, for a minimum of 3 years. *(Ryan Presby completed basic police training at the New Hampshire Recruit Academy on November 14, 2008 and with that certification became a full-time office fo the Keene, N.H.*

*Police Department on that day. Presby left the Keene Department in January 2009 and began working for the Lancaster, N.H. Police Department in February 2009. In April 2012, Presby began working for the Whitefield Police Department.)* Such employment shall have been in performing the duties of a police officer. Any person who was not a railroad police officer on August 21, 1979, or who was so employed but did not have the 3 years of employment required by this section, shall be required to be certified as a police officer in accordance with RSA 106-L in order to qualify for appointment pursuant to RSA 381:2. Any person employed as a railroad police officer after August 21, 1979, shall complete such training as the police standards and training council shall determine, which, together with his or her prior training and experience in this or any other jurisdiction, is the equivalent required for certification as a police officer in accordance with RSA 106-L in order to qualify for appointment pursuant to RSA 381:2.

**Section 381:5 - Powers.** – Any police officer appointed in accordance with this chapter shall have the authority in all cases in which the rights of the appointing railroad are involved to exercise within this state all the powers of a special police officer, including the powers of arrest and the carrying of firearms, for the reasonable purpose of his office.

**Section 381:6 - Disposition of Persons Arrested.** – The keepers of jails, lockups and station houses in any county, city or town shall receive all persons arrested by railroad police for the commission of any offense against the laws of this state or the ordinances of any such city or town to be dealt with according to law, and persons arrested shall be received by keepers of jails, lockups or station houses and such persons shall have the same status as other persons arrested by any other police or peace officer of this state.

**Section 381:7 - Carrying of Shield.** – Each railroad police officer so appointed and commissioned shall, when on duty, carry a shield or star with the words "Police", "Railroad Police", or "Railway Police", and the name of initials of the appointing railroad inscribed thereon. This shield, or star, shall be worn in plain view when in uniform. Such police officers shall also carry, when on duty, an identification card issued by the appointing railroad.

**Section 381:8 - Compensation.** – The railroad to which each railroad police officer is assigned shall be responsible for employment and retirement compensation and for the financial cost of training of railroad police officers.

**Section 381:9 - Reciprocity.** – In order to more effectively carry out the purposes of this chapter, the governor of this state, referred to as the empowering state, may enter into a reciprocal agreement with the governor of any other state, referred to as the reciprocal state, subject to any regulations prescribed under such agreement, empowering a railroad police officer with the right to perform any police function that can be lawfully exercised by a police officer of the reciprocal state relating to the detection and apprehension of any person committing an offense against the empowering or the reciprocal state, but only to the extent that such offense is committed on property owned, operated or maintained by the appointing railroad or committed against property owned or in the possession of such railroad.

**Section 381:10 - Termination of Authority.** – Upon termination of employment of any railroad police officer, the powers of such police officer shall terminate. Within 10 days after such termination, the appointing railroad shall, through its designated chief police officer or, in the absence of a chief police officer, its chief operating officer, file a notice of termination of employment of such individual with the commissioner of safety.

**Section 381:11 - Rules.** – The commissioner of safety shall have the authority to adopt rules, pursuant to RSA 541-A, to carry out the provisions of this chapter. Railroad police officers shall be subject to such rules.

## *CHAPTER Saf-C 700 RULES FOR RAILROAD POLICE*

**Saf-C 702.02 - Application Data Required.**

(a) The chief of the railroad police, on behalf of an applicant, shall complete Section I. of form DCOM 14 "Request for Railroad Police Commission", effective May 2007.

(b) The chief of the railroad police shall affix his signature on form DCOM 14 and provide the date and his position. By providing his or her signature, the chief is declaring that the applicant listed in the application

is in good standing with the railroad and that he or she recommends the applicant for the commission of railroad police officer by the state of New Hampshire.

(c) An applicant shall complete section II of form DCOM 14 "Request for Railroad Police Commission", effective May 2007.

(d) The applicant shall attach:

(1) A copy of either a diploma or a certificate of completion from a state approved basic police academy training program in this or another state; and

(2) A resume, or list on an attached piece of paper of all prior work experience in active law enforcement, including:

a. Employer's name;
b. Employer's address;
c. Employer's telephone number; and
d. Dates of service.

(e) The applicant shall affix the date and his or her signature affirming, under penalties of unsworn falsification pursuant to RSA 641:3, that the contents of the application are true and correct to the best of his or her knowledge and that there is no current or pending charges or conditions that would disqualify the applicant from being commissioned as a railroad police officer.

(f) An authorized individual from the Police Standards and Training Council shall complete section III of form DCOM 14 "Request for Railroad Police Commission", effective May 2007. The authorized individual shall affix his or her signature, his or her position and date. By providing his or her signature, the individual is declaring that the Police Standards and Training Council has reviewed the applicant's qualification and determined that the individual has successfully completed such training as the Council determines for certification as a police officer in accordance with RSA 188-F.

**Saf-C 703.01 - Granting Commissions.**

(a) Upon receipt of a completed application the commissioner shall, in a timely fashion but no later than 60 days after receiving the application, grant the railroad police commission so long as none of the conditions in Saf-C 704.01 (a) exist and advise the applicant of a time to appear at the department, James H. Hayes Building, 33 Hazen Drive, Concord, New Hampshire 03305.

(b) Upon personal appearance, an oath shall be administered and a certificate of commission issued to the applicant.

**Saf-C 703.03 - Termination of Authority.**

(a) Pursuant to RSA 381:10, within 10 days after termination of employment of any railroad police officer, the railroad shall file notice of termination at the: Office of the Commissioner Department of Safety, Concord, New Hampshire 03305.

**Saf-C 703.04 - Rescission of Authority.**

(a) Upon receipt of the notice of termination, the commissioner shall:

(1) Rescind the former officer's commission; and

(2) Give notice to the former officer thereof.

(b) The former officer shall return the certificate of commission to the department within 7 days.

**Saf-C 704.01 - Rescinding Authority for Cause.**

(a) The commissioner shall, after opportunity for hearing as prescribed in Saf-C 200, rescind an officer's commission upon finding:

(1) That, subsequent to commission, an officer has been convicted of a criminal offense in this or any other jurisdiction;

(2) That an officer has engaged in any activities that are contrary to the public's safety or to the orderly administration of justice;

(3) That the officer's chief police officer so recommends, in writing, the reasons an officer's commission should be rescinded;

(4) That the officer has refused or neglected to complete any mandatory training programs required by the New Hampshire police standards and training council pursuant to its statute or administrative rules; or

(5) The officer is no longer certified, in accordance with RSA 188-F or the equivalent law of another state, or whose certification has been suspended or revoked by the law enforcement training and certification agency in this or another state.

**Saf-C 704.02 - Return of Certification Required.**

(a) In the event that a commission is rescinded, the former officer shall return the certificate of commission to the commissioner.

(b) Such a person shall be ineligible for a new commission unless the commissioner, after a hearing as prescribed in Saf-C 200, finds that the person should again be commissioned in accordance with these rules.

(c) Such person shall not be eligible for a hearing, as prescribed in (b) above, for a period of one year from the original rescission of authority.

***RULES OF CONDUCT***

**Saf-C 705.01 - Identification.**

(a) Railroad police officers shall give their name, rank, and duty station to any person who requests such identifying information while on duty, except when serving in an undercover capacity.

(b) Railroad police officers shall not allow:

(1) Any other person to use the railroad police officer's badge;

(2) Any other person to use any other means of personal identification belonging to the railroad police officer; or

(3) Such badge or identification to be reproduced.

**Saf-C 705.02 - Cooperation with Other Law Enforcement Agencies.**

(a) Railroad police officers shall cooperate fully at all times with state police, county sheriffs, and local police departments when working within the jurisdiction of such department.

(b) Railroad police officers shall:

(1) Not conceal evidence of any crime from another law enforcement agency; and

(2) Report all crimes discovered by them to the state police and the appropriate local police agency having jurisdiction.

**Saf-C 705.03 - Rule Violations.**

(a) The commissioner shall, after an opportunity for hearing as prescribed in Saf-C 200, suspend an officer's commission on finding that an officer has engaged in any activities that constitute a violation of these rules.

(b) Such commission shall be suspended for a period not to exceed one year from the date of hearing.

**Section 381:12 - Impersonating an Officer.** – Any person who impersonates a railroad police officer shall be guilty of a class B felony.

**Section 381:13 - Arraignment of Offenders.** – Any police officer may carry a person arrested upon the cars of the railroad upon whose petition the officer was appointed to the next railroad station at which the train on which they are travelling stops, although in another county, and detain said person until he can be taken

back to the county wherein the offense was committed. All persons so arrested shall be discharged or taken before a municipal or district court to answer for their offenses within 24 hours after their arrest, Sundays and holidays excepted.

**Section 381:14 - Criminal Trespass on Railroad Property.** – Any person who enters or remains in a railroad station, upon the platform or grounds adjacent to a station, or upon any property of a railroad knowingly without license or privilege to do so, or a person who enters or remains upon or returns to said property in defiance of an order of a station agent or any police officer shall be guilty of criminal trespass as provided in RSA 635:2.

**Section 381:15 - Reporting of Arrests.** – Railroad police officers shall report all criminal offenses investigated and arrests by them within the state to the nearest state police troop station or to state police headquarters in such a manner as the director of state police shall prescribe.

**Section 381:16 - Oath of Office.** – Each police officer so appointed and commissioned shall, before entering upon the duties of his office, take an oath of office administered by the commissioner of safety or his designee.

**Railway Police Officer Ryan Presby**
**Sworn In**
**May 17, 2018**

State of New Hampshire

DEPARTMENT OF SAFETY

RAILROAD POLICE OFFICER COMMISSION

With the powers invested in me by RSA 381 of the Revised Statutes Annotated of the State of New Hampshire, I hereby commission **RYAN R. PRESBY** of Bethlehem, NH as a **Railroad Police Officer** and to have the authority in all cases in which the rights of the Mount Washington Railway Company are involved to exercise within this State all of the powers of a Special Police Officer, including the powers of Arrest and the carrying of firearms, for the reasonable purpose of his Office.

May 17, 2018
Date

John J. Barthelmes, Commissioner
NH Department of Safety

Wayne W. Presby, PRESIDENT
Mount Washington Railway Company

I, **RYAN R. PRESBY,** do solemnly swear, that I will bear faith and true allegiance to the United States of America and The State of New Hampshire, and will support the Constitutions thereof. I further solemnly and sincerely swear and affirm that I will faithfully and impartially discharge and perform all the duties incumbent on me as a Railroad Police Officer according to the best of my abilities, agreeable to the rules and regulations of this Constitution and Laws of the State of New Hampshire, so help me God.

Ryan R. Presby

Subscribed and sworn before me.
Merrimack, SS

Carol A. Magee
Justice of the Peace
CAROL A. MAGEE
Justice of the Peace - New Hampshire
My Commission Expires September 16, 2020

**NH Forest & Lands Division Letter to Wayne Presby**
**RE: Mt. Washington Summit Survey**
**June 1, 2018**

Dear Mr. Presby:

The New Hampshire Division of forests and Lands Survey Section is planning on conducting survey work on the summit of Mt. Washington in the next few weeks to document changes that have taken place within

the state park since our last comprehensive plan update completed in 2008. Should you have any plats (Site Plans or Boundary Surveys) or documents that show ownership or easements interests it would be extremely beneficial to receive copies of the documents.

If you have any questions or concerns, please do not hesitate to contact myself, David Krause, LLS or Lands Bureau Administrator, Tracey Boisvert at (603) 271-3457. Thank you very much for your cooperation.

Sincerely, *David B. Krause* Licensed Land Surveyor

**Track Walk Inspection Notes**
**Mt. Washington Cog Railway**
**June 28 & 29, 2018**

***June 28th*** - 9am train to Halfway House, walk up to Bent# 600 then down to base.

1. Bent# 56 Longitudinal Tie (side piece) Fireman's side.
2. Bent# 62 Excessive vegetation Fireman's side.
3. Bent# 214 up mountain anchoring needs completion. Fireman's side not attached.
4. Bent# 244 RackStringer (center piece) Both Engineer's and Fireman's side.
5. Bent# 49 on passing track. 2 loose joint bolts Fireman's side.
6. Bent# 454 Failed 3" Dutchman/head-web separation. Fireman's side.
7. Bent# 482 Split Cap under stringer joint. Engineer's side.

***June 29th*** - 9:30am train to summit, walk down to Bent# 600 then down to Upper Waumbek.

1. Bent# 633 Split Cap under.stringer joint. Fireman's side.
2. Bent# 718 Batter Post bottom off sill. . Engineer's side.
3. Bent# 784Split Cap under stringer joint. Fireman's side.

**Customer Concerns with Mt. Washington Railway Safety**
**RE: Emergency Stop on Descent**
**October 12, 2018**

**From:** Richard Zarda
**Sent:** Monday, October 15, 2018 1:33 PM
**To:** Boynton, William
**Subject:** Fwd: NRC#1227502

Mr. Boynton:

Please see below. This is what we talked about on our recent phone call. I will write up a detailed explanation of this event and send it to you tonight.

This is the incident report I submitted to the NRC. I was advised to do this by the NTSB who I first called. Please keep me informed as to actions that are taken. Please let me know you received this. Thanks.

**To:** Richard Zarda
**Subject:** RE:NRC#1227502

Mr. Zarda,
Message received ...thank you.

Bill Boynton
Chief Communications Officer
NH Department of Transportation

**NATIONAL RESPONSE CENTER**
**Incident Report# 1227502**
**NTSB ADVISED CALLER TO MAKE A REPORT WITH THE NRC**
**INCIDENT DESCRIPTION**

**Subject:** Report of Derailment of COG RailwayTrain on Mt. Washington
**Date:** Oct 12, 2018 at approximately 4:00 PM
**Location:** About 100-200 yards down from Mt. Washington's summit on the COGRailway
**From:** Dr. P. Richard Zarda (a tourist on the single car pulled by the COG's diesel engine
**Why report this:** For the safety of the public
**My background:** "I think you should at least understand my perspective in viewing this incident so perhaps it will add weight to my words. I am 70 years old. I retired from Lockheed Martin Aerospace after 38 years of failure investigations of Aerospace structures. While I do not design trains or associated railways, I do understand structures and their design of the loads they must sustain. And I understand the basic design of the COG structure."

**Incident:** "My family and I (4 of us) took the COG train ride scheduled at 1:30 PM going up Mt. Washington. We left on time. The ride up was fine. It was about 1 hr. to get to the top. The weather at the summit was horrible. 50-60 mph winds. Temperatures in the teens. And a wind chill factor around 0. Visibility was maybe 30-40 feet. The road up Mt. Washington, as I understand it, was closed. All the concession staff up at the summit were told to leave because of the closure. Only thing available was fountain water. Only the staff that sleeps there (3-4 people) were available. No food. We left to go down after about 1 hour at the summit. That is typical. It took us 5-8 minutes to board the car in this weather. One car, one engine. Maybe 60-80 people on the car. 5 seats across. Maybe 12 -15 rows or so. Going down the engine is downhill. The car is uphill. About the 5 minutes out, maybe 100-200 yards down the track, the car and engine came to a sudden stop. The "brakeman" on our car quickly hit what look like a red stop button just above his head. He then proceeded, as I would learn later, to set the brake on the COGs. He did this by turning two wheels, about car-steering wheel size, on the down-side of the car. You could hear a "ratcheting" of the gears as he locked both of these brakes up. The car at this stopped position was maybe 3-4 feet off of the ground. The ground was very irregular with stone. But walkable with care. The wind here was a little better than at the summit. For the record, this brakeman, Chris, acted quickly. He also kept everyone calm with his handling of the incident. Impressive. Despite this, I was not a happy camper. But I did not let him or other COG personnel know that until we were safely down the mountain. In my seat, about in the middle of the train, you could hear the communication among the personnel. The walkie-talkies were loud. And Chris was in communication with several people. I felt the jolt had come from the left side (I will measure forward as we look down the mountain). I actually thought we had broken an axle or derailed. But I did not know for sure. It was 20 minutes later when Chris said our front left wheel had derailed. This was after several personnel got off the train and looked at the wheel. Of course I could not see this from my position in the car. I also learned later the left back wheel of the engine had also derailed. These 2 wheels are next to each other. More on this later. I got up to go to the up-hill back of the car. There was too much going on at the down-hill front of the car (where the brakes were; and Chris; and others) and this area in the back was free of personnel at this moment. As I looked at the uphill track, I noticed something alarming. About 20 feet from the back of the train, the track from there and on up the hill looked normal. The steel rail was straight and the rails looked parallel to each other. And the supporting wood railroad ties were perpendicular to the steel rails and spaced maybe 3 feet apart. Just what you would expect. But as you approached the back of our car, the track was different. My observation was that the steel rails were not parallel, with the one on the right slightly moved outward away from the centerline of the track (the right side as you look up hill is the left side as you look forward and downhill). And the wood railroad ties were no longer perpendicular to the steel rails: there were making an angle with the steel rails of maybe 70 degrees (90 degrees would be perpendicular and proper).

This was very alarming to me. I tried to point this out to a COG worker as he came in the back door but he did not want to listen. He said they had everything under control. That 20 degrees (90-70) is huge. Huge. Assuming the railroad ties were originally perpendicular, I do not know how that can happen to a steel track unless there was some joint in the steel rail track under our car. In any case, I strongly felt we should have been

taken off the car. So we were stopped 20-30 minutes while it was being decided if they would bring another train or repair the track and we would continue. They decided to repair the track and continue. Another 20-30 minutes went by as they decided to repair the track, with the train in-place. But I do not believe the track was repaired at this time. See below. Let me comment about this repair, and I am just guessing here since I could not see what was going on. And I had no communication with the COG personnel. The derailment was the left track moving outward. And, in my opinion, that is enough to cause a normal 4-wheel supported car to fall to one side. But the engine and the car were level. Only the slightest dip to the left. But the COG acts as a 5th wheel, now taking on the weight support of that missing wheel. This is not the way this car and engine is supposed to carry the load. As I see it, with the COGs now supporting the missing wheel of the engine and the car, these wheels are suspended in air. Hence they offer the ability to get the tracks back under the train. And that is what the COG personnel implied they were doing. Getting the rail back under both wheels. But I just don't buy that. They had to pull that left rail back in line. I heard no winches being used. And this would take some time. We were done in 10 minutes. This would take some significant force. I think what they did is just ride the train down the slope another 100 feet with the COG acting as the 4th wheel for both the engine and the car. Once down 100 feet, if all goes well, the wheels are back on the track. And then they come back later to repair the track. That is my 2 cents

But the wheels also help align the COG from sidesway movement. Movement left and right down the hill. With the left two wheels of the track, the car and engine could shift to the left and cause a COG alignment problem. All a touchy situation. And they cleverly got it back "on track." But they should have not done it with people on board. Unacceptable decision. During discussions, it was mention that sections of the track (measure by an "80" number), were being replaced by newer track with a "220" number. Higher was implied to be better. I have no idea what track and what this measurement was, but my family definitely heard this. Another concern: they sent a repair crew, after our train, to fix that track. And another 2 trains were to go over that same track to get two cars of people off of the mountain summit. Once again, over this weaker track region. Please have this reviewed. And I appreciate if I could get a status. Thank you."



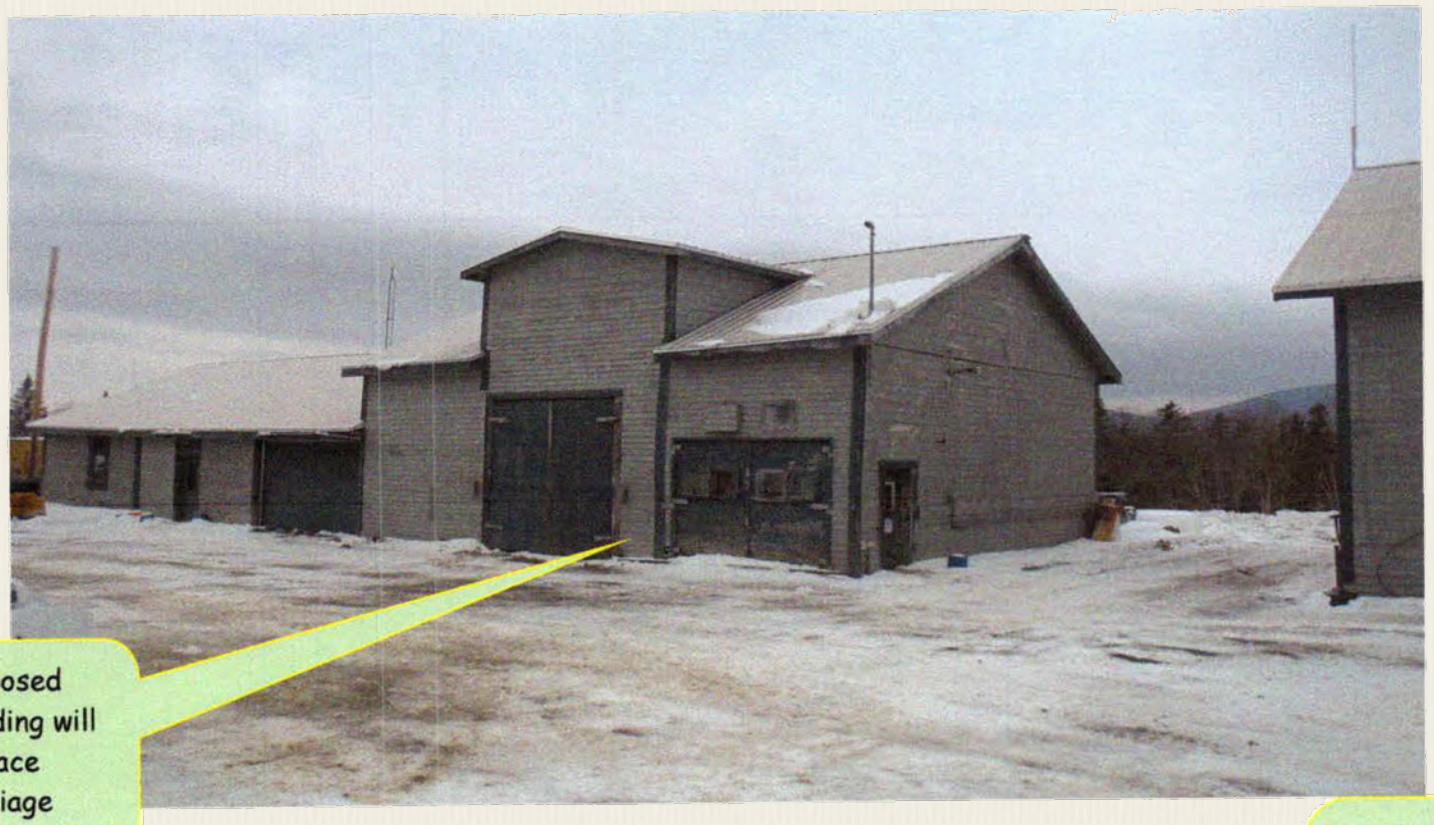
***Cold Storage:*** *November 15th - MWRwy steam locos in storage behind car barn awaiting their next assignment (2018)*
*- Steve Comeau photo / Mt. Washington Cog Railway : We Worked There FB page*

## ≺2020≻

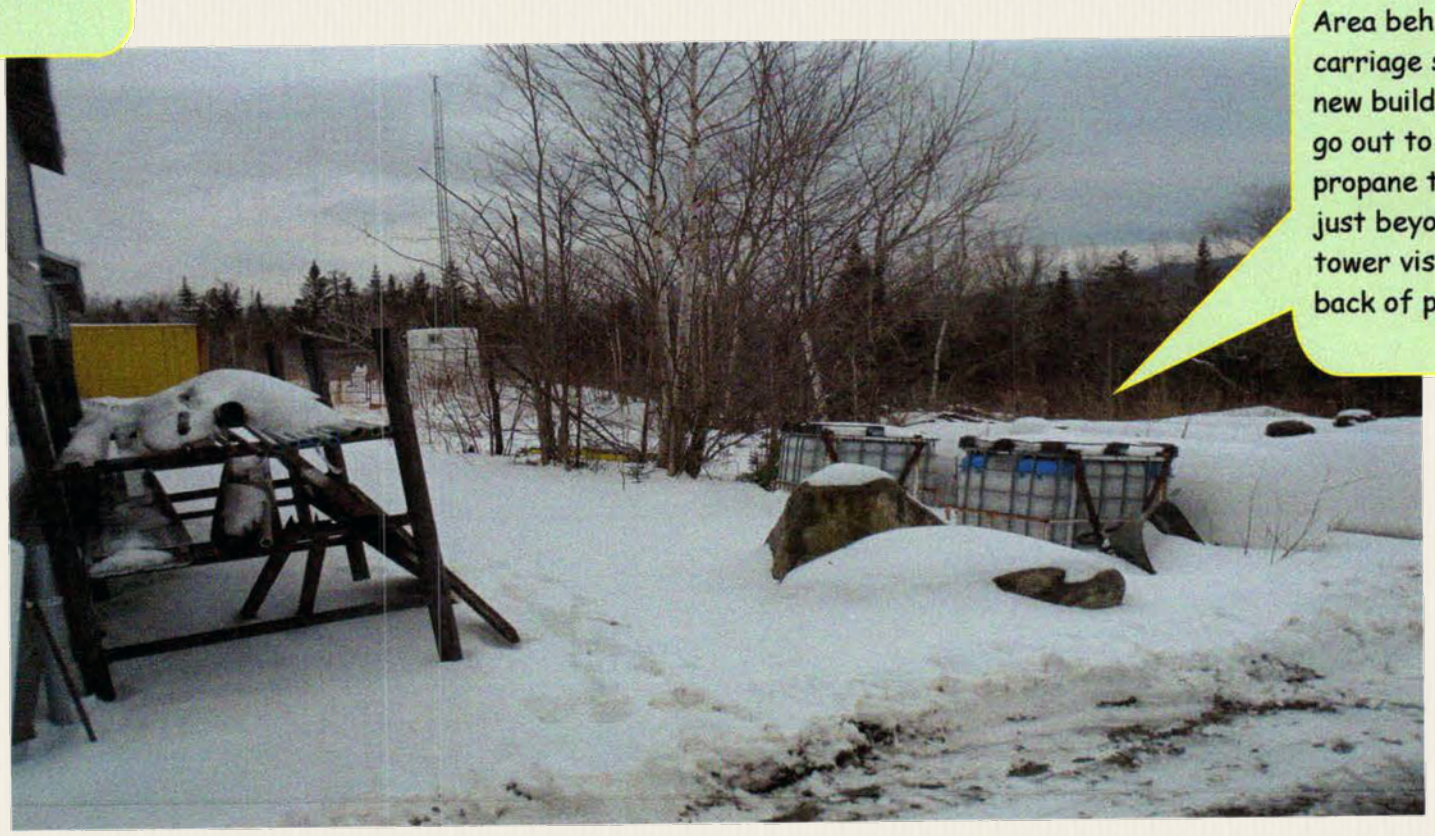
**SHORELAND PERMIT APPLICATION**
**Mount Washington Railway Company**
**To Replace Existing Carriage Building Maintenance Shop**
**January 27, 2020**

**Description:** CONSTRUCTION OF A 250' x 120' MAINTENANCE BUILDING ADJACENT EXISTING BUILDINGS. NEW BUILDING SHALL REPLACE EXISTING STRUCTURES & IS LOCATED WITHIN EXISTING DISTURBED AREAS WITHIN / ADJACENT BUILDINGS AND PARKING LOT AREA

TOP PHOTO: View of existing carriage shed maintenance shed. Structure shall be replaced by new structure.
BOTTOM PHOTO: View of back of building showing part of area outside of carriage shed that new building will sit on. New structure will be within existing drive / building or previously disturbed areas.



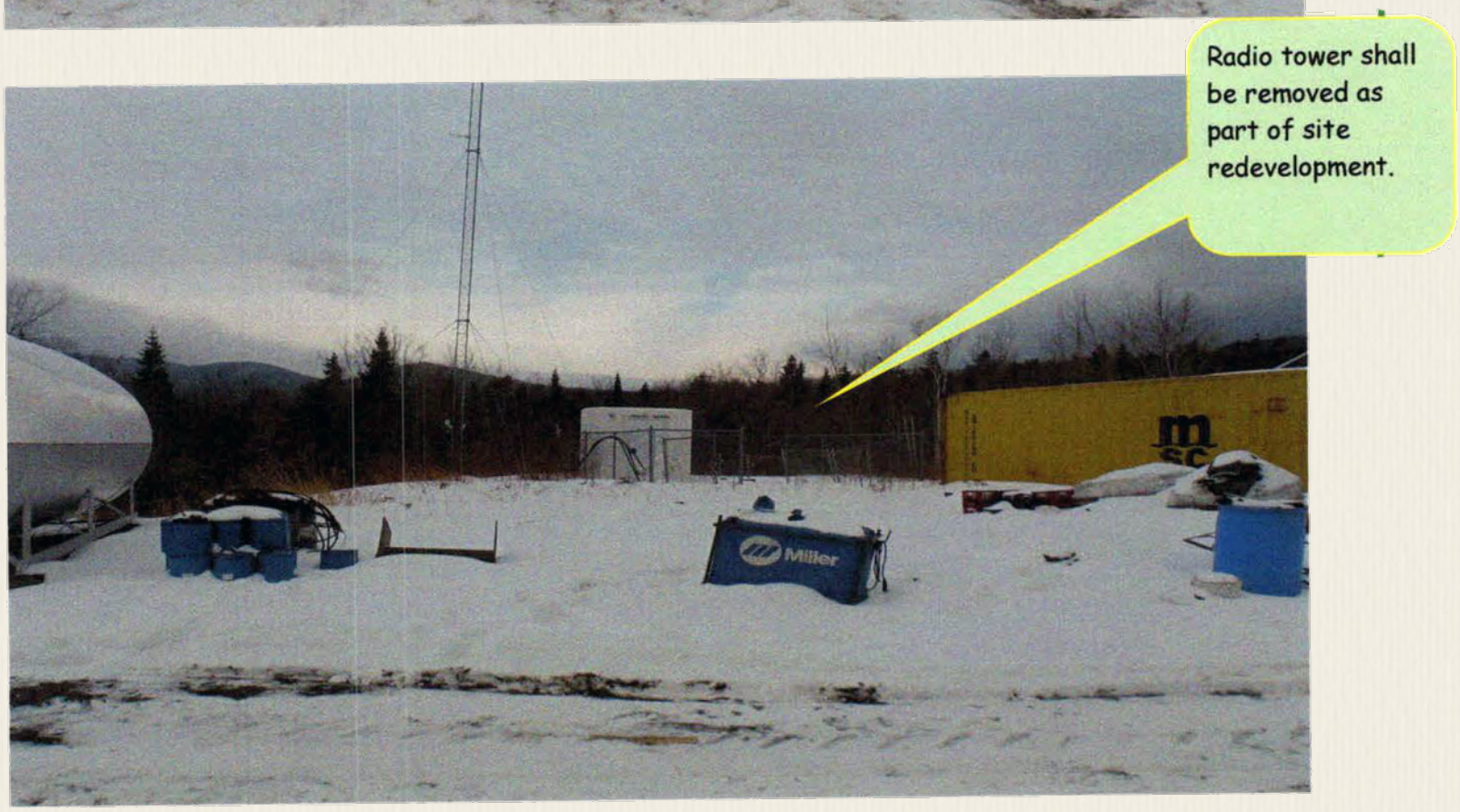
Proposed building will replace carriage shed



Area behind carriage shed - new building will go out to edge of propane tanks and just beyond radio tower visible in back of photo.

TOP PHOTO: View of existing steam plant at edge of gravel driveway. Structure shall be removed as part of site work.
BOTTOM PHOTO: View of radio tower - to be removed as part of site construction. New structure will be within existing drive / building or previously disturbed areas.



**NH Natural Heritage Bureau Review**
**Mount Washington Railway Company**
**Maintenance Shop Application**
**January 27, 2020**

**From:** Lamb,Amy
**To:** Greg Russell
**Subject** RE:NHB review: NHB20--0065

Hi Greg,

Thank you for the additional information; it is helpful to know that this area, shown as forest on the plans, is actually an area of gray birch regrowth after past disturbance. If there are no areas where mature forest will be cleared, and no impacts to either seeps or jurisdictional wetlands, then NHB does not expect impacts to heart-leaved twayblade (*Neottia cordata*) or broad-leaved twayblade *(Neottia convalarioides)*, two species which occur in the vicinity but were inadvertently left off of the NHB review.

There is also a record for parasol sedge *(Carex umbellata)*, located "west of station on gravelly railway embankment", according to historical data from 1920. Since the data for this record is based on vague information from 100 years ago, and there will be no impact to the railway embankment, NHB will not request rare plant surveys for this project. This plant can occur in disturbed areas, however the current project is within an actively utilized site, and overall project impacts are minor in comparison with the remaining disturbed habitat onsite. As such, NHB has no further comments about this project (NHB20-0065).

Best, *Amy Lamb* - Ecological Information Specialist

**Ammonoosuc River Local Advisory Committee Letter**
**NHDES Shortland Program**
**February 6, 2020**

Re: NHDES File #2020-00137 Standard Shoreland Permit

Project: Construct a 250' x 120' maintenance building adjacent to existing buildings. New building shall replace existing structures and is located within existing disturbed areas within/adjacent buildings and parking lot areas

Owner: Mount Washington Railway Company Presby Construction Inc.

Location: Tax map/Lot: 1605/10
3168 Base Station Road, Thompson and Meserve's Purchase, NH

Message: The Ammonoosuc River Local Advisory Committee (LAC) reviewed the Mt. Washington Railway's Shoreland Application for construction of the / new maintenance building at the February 4. 2020 meeting. LAC has no comments. Sincerely, *Richard Walling* - Chairman

**SHORELAND IMPACT PERMIT 2020-00137**

**Permittee:** Mount Washington Railway Company
3168 Base Station Rd.
Thompson Meserve Purchase, NH 03595

**Project Location:** Base Station Rd, Thomp Mes Purch
Tax Map, Lot #10

**Waterbody:** Ammonoosuc River

**APPROVAL DATE:** February 18, 2020 **EXPIRATION DATE:** February 18, 2025

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## Documents - 2020

Based upon review of the above referenced application, in accordance with RSA483-B, a Shore land Impact Permit was issued by the New Hampshire Department of Environmental Services (NH DES).This permit shall not be considered valid unless signed as specified below.

PERMIT DESCRIPTION: Impact 22,751 square feet of protected shore land in order to remove a building, to construct a primary structure with stormwater management, install additional driveway area, and provide modifications to additional facilities.

THIS APPROVAL IS SUBJECT TO THE FOLLOWING PROJECT SPECIFIC CONDITIONS:

1. All work shall be in accordance with plans by Presby Construction, Inc. dated January 21, 2020 and received by the NH Department of Environmental Services (NHDES)on January 27, 2020.

2. The proposed project shall not be constructed until any approval as may be required under RSA485-A and Rules Env-Wq 1000 is obtained from NHDESSubsurface Systems Bureau.

3. Orange construction fencing shall be installed at the limits of the temporary impact area as shown on the approved plans prior to the start of work and shall be maintained throughout the project in order to prevent accidental encroachment into areas in which impacts have not been approved.

4. No more than 26.8% of the area of the lot within the protected shoreland shall be covered by impervious surfaces unless additional approval is obtained from NHDES.

5. Native vegetation within an area of at least 48,984 square feet within the Woodland Buffer located between 50 and 150 feet landward of the reference line shall be retained in an unaltered state in order to comply with RSA483-B:9, V,(b), (2).

6. Erosion and siltation control measures shall be installed prior to the start of work, be maintained throughout the project, and remain in place until all disturbed surfaces are stabilized.

7. Erosion and siltation controls shall be appropriate to the size and nature of the project and to the physical characteristics of the site, including slope, soil type, vegetative cover, and proximity to wetlands or surface waters.

8. No person undertaking any activity in the protected shoreland shall cause or contribute to, or allow the activity to cause or contribute to, any violations of the surface water quality standards established in Env-Wq 1700.

9. Any fill used shall be clean sand, gravel, rock, or other suitable material.

10. The proposed drip edge shall be installed and maintained to effectively absorb and infiltrate stormwater.

11. Photographs documenting the construction of the proposed drip edge shall be submitted to the Department within 30 days of the completion of construction.

12. Within three days of final grading or temporary suspension of work in an area that is in or adjacent to wetlands or surface waters, all exposed soil areas shall be stabilized by seeding and mulching during the growing season, or if not within the growing season, by mulching with tack or netting and pinning on slopes steeper than 3:1.

13. The individual responsible for completion of the work shall utilize techniques described in the New Hampshire Stormwater Manual, Volume 3, Erosion and Sediment Controls During Construction (December 2008).

14. This permit shall not be interpreted as acceptance or approval of any impact that will occur within wetlands jurisdiction regulated under RSA482-A including all wetlands, surface waters and their banks, the tidal-buffer zone, and sand dunes. The owner is responsible for maintaining compliance with RSA482-A and Administrative Rules Env- Wt 100 - 900 and obtaining any Wetland Impact Permit that may be required prior to construction, excavation or fill that will occur within Wetlands jurisdiction.

15. This permit shall not preclude NHDES from taking any enforcement or revocation action if NHDES later determines that any of the structures depicted as "existing" on the plans submitted by the applicant were not previously permitted or grandfathered.

GENERAL CONDITIONS THAT APPLY TO ALL NHDES SHORELAND IMPACT PERMITS:

1. A copy of this permit shall be posted on site during construction in a prominent location visible to inspecting personnel;

2. This permit does not convey a property right, nor authorize any injury to property of others, nor invasion of rights of others;

3. The NHDESWetlands Bureau shall be notified upon completion of work;

4. This permit does not relieve the applicant from the obligation to obtain other local, state or federal permits, and/or consult with other agencies as may be required (including USEPA,USArmy Corps of Engineers, NH Department of Transportation, NH Division of Historical Resources (NH Department of Cultural Resources), NHDESAlteration of Terrain, etc.);

5. Transfer of this permit to a new owner shall require notification to and approval by NHDES;

6. This project has been screened for potential impacts to known occurrences of protected species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or have only received cursory inventories, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species.

APPROVED: Rosemary Aures

Rosemary Aures
Shoreland Inspector
Land Resources Management, Water Division

## ≺2021≻

**GOVERNOR AND EXECUTIVE COUNCIL MINUTES**
**State House, Concord, New Hampshire**
**May 5, 2021 10:00 a.m.**

**DEPARTMENT OF TRANSPORTATION:** The Governor and Council acted as follows:

#28 - Authorized the Bureau of Rail & Transit to enter into a loan agreement with the Mount Washington Railway Company, Mount Washington, NH, for rail replacement materials, construction of re-rail installation care and labor to install replacement rail, in an amount not to exceed $1,228,160. Effective upon G&C approval through September 30, 2021. 100% General Funds-Capital.

### Cog Railroad Inspection Email Exchange
### July 20, 2021

**From:** Cookie Sodergren
**Sent:** Tuesday, June 29, 2021 1:09 PM
**To:** Corliss, Chuck A
**Cc:** Wayne Presby; Ryan Presby
**Subject:** Fw: June2021 inspections
Good Afternoon Chuck, Attached are my inspection reports for the month of June. Have a great day.
*Mark Sodergren* - Track Foreman Mount Washington Cog Railway

**<<<>>>>**

**From:** Corliss, Chuck A
**Sent:** Tuesday, July 20, 2021 1:56 PM
**To:** Cookie Sodergren
**Cc:** Wayne Presby; Ryan Presby
**Subject:** Cog Railroad Inspections. 7-20-21
Mark and Wayne, Good afternoon. Other than track/structure safety inspections by your staff and NHDOT's John Robinson, has a 3rd party inspected the rail system from bottom to top in the recent past?
*Chuck Corliss P.E.* - Railroad Operations Engineer NHDOT

**<<<>>>>**

**From:** Wayne Presby
**Sent:** Tuesday, July 20, 2021 2:00 PM
**To:** Corliss, Chuck A
**Subject:** Re: Cog Railroad Inspections. 7-20-21
Chuck: A thorough inspection of the entire track structure was done several years ago. There has been no recent inspection of the entire line for several years.
*Wayne W. Presby*, President - Mount Washington Railway Company

### 2021 Track Inspection Summary

***Cog Railway to NH DOT:*** "This year's track inspections found very little defects in need of immediate attention. Most of the work to be done found on these inspections mainly is as follows:

- Renewal of aged blocking
- Leveling of blocking
- Welding of hairline cracked spool welds

- Removal of kinks
- Jacking and cross leveling
- Replacement of missing 25 lb. joint bar bolts
- Replacement of center cracked joint bars
- Replacement of defective joint, bolted and floater ties
- Routine shimming and tightening of blocking
- Resetting wide/narrow gage
- Cutting and removal of vegetation adjacent to and under the track structure
- Replace broken center rack bolts
- Bolted (cross grain) with square washers cracked side pieces
- Bolted (cross grain) with square washers cracked cap ends
- Straightened bents (vertically)
- Straightened bents (horizontally)

The above listed items were wither defective or trending towards defective status. Those items documented as defective were met with remedial action within the prescribed coded time. Those items trending towards defective status were met as well with remedial action proactively preventing a defective status from arising."

- *Mark Sodergren* - Track Foreman Mount Washington Railway Co.



***Lenticular clouds*** *filled the sky above the Presidential Range on Tuesday after another awesome mountain adventure. I've always loved this view from Bretton Woods, but with fresh snow, that amazing sky, and Mount Washington reflected in the Ammonnusuc River, I can't imagine it getting much better than this.(2021)*

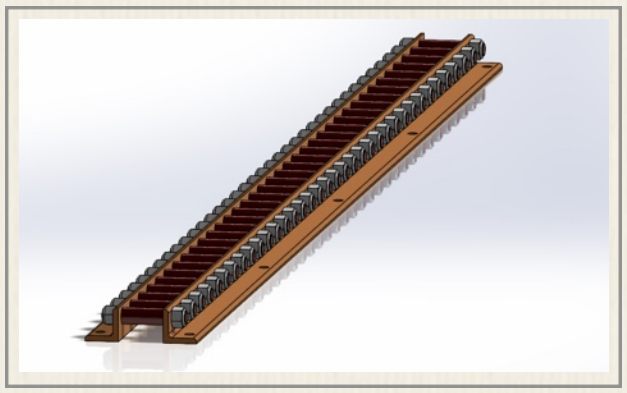
*- Ben Williamson Photography / Facebook*

## ⮜2022⮞

**Threaded Spool Rack**
**February 16, 2022**

**From:** Wayne Presby
**Sent:** Wednesday, February 16, 2022 1:02 PM
**To:** Corliss, Chuck A
**Subject:** Fw: Threaded Spool Rack

Charles: I wanted to update you on our plan to change the method we use to fabricate our cog racks. We feel this new technique has significant advantages over our current process although component costs will increase. We feel the tradeoff between the cost increase and the engineering benefits far outweigh the current process.



As you know our racks are comprised of two pieces of angle iron with spools inserted between them spaced 4" on center. The original racks used on the railway had their spools held in place by heating them up and peening over the ends like rivets. Over the last 20 years we began replacing these old racks with racks which had the spools welded into place and which incorporated stronger and thicker materials. Since the spools and the angle iron are made from different grades of steel i.e. 1045 and A36 welding requires us to follow a very uniform technical procedure to assure quality welds. If a weld breaks a spool could begin to rotate. A spinning spool isn't necessarily a problem because it provides even wear over the entire spool surface. In fact, we still have some original racks in use at the base and those with loose spools show the lowest wear. Sylvester Marsh's original design for the railroad used rotating spools but I believe due to cost the idea was shelved.

With our new machine shop equipment, we decided to begin testing the use of lock nuts to hold the spools in the racks. This requires us to buy 72 lock nuts for each rack and to make the spools longer because each spool now needs to have 1" of threads on each end to accommodate the lock nuts. I have attached several pictures of the new design to make this explanation clearer. We believe the new design and fabrication technique will enhance all the following attributes associated with our current racks. The new design does not incorporate a spinning spool. The nuts are to be tightened using the same techniques used on highway bridge beams and according to industry standards.

1. Safety will be improved
2. Inspections will be easier to perform
3. Spool material and cog gear material can be enhanced and improved to reduce wear and increase strength



4. The process is easy to reproduce with little or no variation
5. Worn spools can be removed and replaced with new ones instead of replacing an entire rack
6. Assembly time will be reduced
7. The process is much simpler than welding and differences in metallurgy have no impact on structural integrity
8. A loose spool will not come out of the rack as easy because the spools are longer and protrude through the rack further

We are in the process of assembling the materials and finalizing our planning to replace both tracks between the new maintenance shop and the Marshfield Station. This project will use new ballast, steel ties, Pandrol clips and these new rack components. If you have any questions regarding this decision or would like more information please don't hesitate to contact me.

- *Wayne W. Presby,* President - Mount Washington Railway Company

**State Inspection Report**
**April 26th and April 28th & June 3rd, 2022**

New Hampshire Department of Transport railway inspector Anthony M. Murphy conducted an inspection of the Mount Washington Cog Railway on April 26th, April 28th & June 3rd 2022. The weather was dry, wet & snow. Murphy walked and rode during the inspection accompanied by Cog track inspector Mark Sodergren & Ryan Presby. Murphy reported no violations but listed fifteen remedial actions that needed to taken.






***Action 1:*** Bridge between bents 8-20. I observed movement of the bridge decking which was attached to the track structure. Bearing plates two bolts located at the north end of the bridge, nuts had been removed, two bolts at the southerly end were missing, one was lying on the concrete base broken. Photos 1a through 1d attached. *(left & right)* Note: As not regulated by FRA, for further guidance only, reference CFR 49 relevant part 237. Investigate and report back to DOT, missing anchor bolts





***Remedial Action 2:*** Bents 70 through 150 located on the up passing loop at Waumbek Station, high number of base plates rotating outwards from under the rail base. Track shall be kept fastened by a system of components



that effectively maintains gage within the limits prescribed within the company procedures. See photos 2a through 2d attached *(photo 2d at left)*. Note: As not regulated by FRA. For further guidance, refer to CFR 49 relevant part 213.127. Report back to DOT. Report back to DOT

***Remedial Action 3:*** Observed a high number of short ties, rail plates located either on the tie end or overhanging, spike and or lags splitting the ties. Crossties shall be of a length that enables the tie plate to be securely fastened. Standard railroad tie dimensions used 8'-0" , 8'-6" , or 9'-0". Additionally provide effective support that will hold gage, maintain surface/alignment. Shall not be broken through/split or otherwise impaired to the extent the crosstie will allow the track spikes/fastenings to work through. In accordance with AREMA tie plates spiked holes; The rail-bearing areas are those sections between 20" and 40" from the center of the tie. Ties shall not be deteriorated that the crosstie plate or base of rail can move laterally



















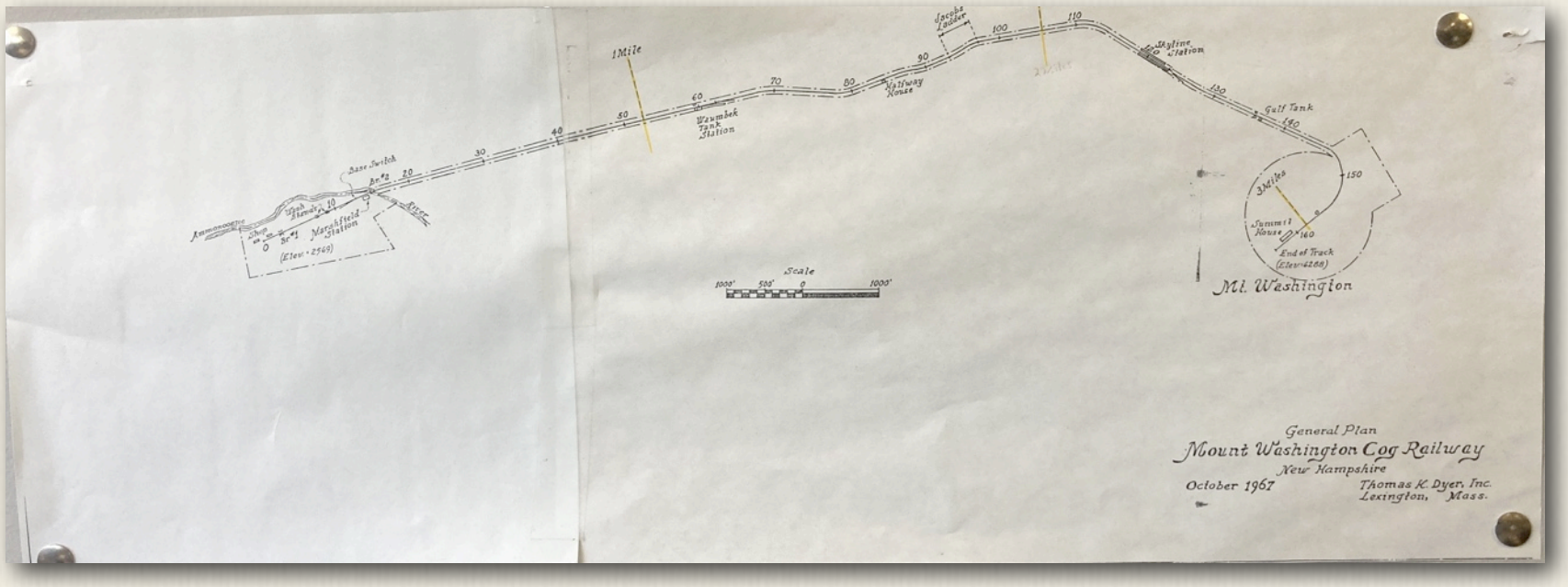


by ½ inch relative to the crosstie. See photos 3a through 3j *(this page)* Note: For further guidance, refer to American Railway Engineering Association AREMA chapter 3 part 1. Report back to DOT

***Remedial Action 4:*** I requested a track diagram to



identify all known assets by either mileage or local marker. Track chart to be constructed for use by all employees across all disciplines. See example attached 4a. Comment: Report back to DOT *(track diagram submitted to NHDOT was the October 1967 diagram done by Thomas K. Dyer below)*






***Remedial Action 5:*** Each drainage or other water carrying facility under or immediately adjacent to the roadbed shall be maintained and kept free of obstruction, to accommodate expected water flow for the concerned area. Multiple locations were found with either blocked culverts or the drainage was poor, these were more at the base between engineering sheds and the passenger station. See photos 5a through 5e attached. *(left & right)* Note: As not regulated by FRA for further guidance only, reference CFR 49 relevant part 213.33. Report back to DOT







***Remedial Action 6:*** All track shall be inspected in accordance with prescribed company procedures, within timescales. Weekly with a least 3 calendar days interval between inspections or before use if track is used less than once a week. Inspections can be completed by vehicle or inspected by foot at least once every two weeks. Inspection records shall indicate which sections are





transverse or inspected by foot. Provide reports to DOT. Note: As not regulated by FRA for further guidance only, reference CFR 49 relevant part 213.233

***Remedial Action 7:*** Each track owner shall keep a record of each inspection required, inaccurate or incomplete records greatly impact the asset life. Missing an inspection could also result in a breakdown that costs valuable time and money to fix. If an inspection reveals a piece of equipment requires maintenance and the records do not reflect that, this could also result in an easily preventable incident. Note: As not regulated by FRA for further guidance only, reference CFR 49 relevant part 213.241. Report back to DOT

***Remedial Action 8:*** Each track owner shall designate qualified persons to inspect track for defects, including bridges and or structures. Cog Railway to provide a matrix of competence for all inspection staff employed. Note: As not regulated by FRA for further guidance only, reference CFR 49 relevant parts track 213.1 subparts A through F, bridges 213.237 subpart c. Report back to DOT *(Aug 4, 2023 Status of response: Waiting verification that this has been completed, reminder email sent yesterday COG)*

***Remedial Action 9:*** Vegetation and or scrap on railroad property which is on or immediately adjacent to the roadbed shall be controlled so that it does not; become a fire risk, obstruct visibility along the right of way, interfere with employees preforming normal trackside duties, prevent inspections. Note: As not regulated by FRA for further guidance only, reference CFR 49 relevant part 213.37. Report back to DOT.




***Remedial Action 10:*** Staff walking or working on the track not wearing high visibility clothing. Staff when inspecting overhead structures should consider wearing hard hats. Observed a member of staff was spotted walking to the sheds on the track with no high visibility clothing on. *(left)* Whilst traveling on the train in up direction, train entered the Waumbek passing loop. Engineer was at the rear of the train and could not see a group of track workers working on the track. *(below)* See photos 10a and 10b. Note: As not regulated by FRA for further guidance only, reference CFR 49 relevant parts 214.311 responsibilities of employers and 214.113 head protection. Investigate and report back to DOT







***Remedial Action 11:*** Area of concern. Up passing loop, bent number 150, track curving to the left outside rail visually reverse elevation. Risk "low" owing to very low speed of the train at this location. Additionally, mast at side of track also leaning away from the structure. See photo 11a *(left)*. Note: As not regulated by FRA for further guidance only, reference CFR 49 relevant part 213.57. Investigate and report back to DOT.

***Remedial Action 12:*** Bents, timber bracing some










were observed either loose or detached see photo 12a through 12c attached to report. Report back to DOT

***Remedial Action 13:*** Observed shims either washed out by drainage, or loose. It is critical that when shims are used these remain in place and kept tight, to maintain load bearing between bents/caps and stringers. See photo 13a attached. *(right)* Report back to DOT.




***Remedial Action 14:*** Bent number 1168, observed this bent had rotted out, additional bents have been inserted either side for support. See photos 14a through 14c. Report back to DOT, schedule for replacement.




***Remedial Action 15:*** As notified by email dated June 6th 2022. Establish timeframes and deadlines to have all bents and structures examined by a qualified bridge inspector.

1. Confirm an engineering firm on board by the end of June 2022.

2. Inspections completed by the end of July 2022.

3. An inspection report to you and a copy to NHDOT by the end of August. For guidance , note FRA Part 237.101(a) Bridge Inspection Criteria: Each Bridge Management Program shall include a provision for scheduling an inspection for each bridge in railroad service at least once in each calendar year, with not more than 540 days between any successive inspections. No train traffic shall utilize portions of the track system where bridge inspections dates per the list are overdue. Report back to DOT - *(Update on Report Status: "The Engineering Firm report/s completed and are located at Cog Railroad Office for NHDOT review when onsite.")*

**Memorandum Of Understanding**
**with Natural & Cultural Resources Department**
**May 25, 2022**

***REQUESTED ACTION***

Authorize the Department of Natural and Cultural Resources ("DNCR") to enter into a Memorandum of Understanding ("MOU") with The Mount Washington Railway Company ("MWRR"), a state-chartered corporation, Littleton, NH, to execute an amendment to the Right-of-Way ("ROW") Easement terms that preserves the MWRR's current operations, clarifies the limitations of its future use, including with respect to development within the summit circle effective upon Governor and Council approval.

Under the MOU, the executed right-of-way easement amendment will be held in escrow until the MWRR receives all necessary approvals to move forward with the construction ofMWRR's Lizzie's Station project.

***EXPLANATION***

The MWRR has operated the Cog Railway as an iconic attraction transporting passengers by railway to the summit of Mount Washington since 1869. The DNCR has operated a State Park at the summit of Mount Washington since acquiring the summit circle in 1964, providing recreation and enrichment activities to the public.

The MWRR plans to provide an innovative visitor experience by constructing "Lizzie's Station" within its fee-owned property immediately below the summit circle and entirely outside the ROW Easement, and further plans not to develop its activities within the ROW Easement beyond its current footprint. The DNCR finds that development of Lizzie's Station outside the summit circle will facilitate the safe, orderly, and efficient management of the limited park space available within the summit circle by reducing congestion and development pressure within the summit circle. The DNCR will favorably support MWRR's permit applications for the Lizzie's Station development as described in the MOU before the Coös County Planning Board.

The amendment to the MWRR's ROW Easement will preserve the MWRR's current operations, clarify the limitations of its future use, including with respect to development and activities within the summit circle. The executed amendment will be held by the State in escrow and recorded at such time as the MWRR receives all necessary approvals, including expiration of all appeal periods, to move forward with the construction and operation ofMWRR's Lizzie's Station.

The easement amendment clarifies existing rights and does not involve the State or MWRR releasing or acquiring rights. It is, therefore, not a "disposal of real estate" under RSA 4:40 and does not require the State to go through the RSA 4:40 process. The Attorney General's Office has reviewed and approved the contract as to form, substance and execution

MEMORANDUM OF UNDERSTANDING BETWEEN
THE MOUNT WASHINGTON RAILWAY COMPANY
AND
STATE OF NEW HAMPSHIRE DEPARTMENT OF NATURAL & CULTURAL RESOURCES

This MEMORANDUM OF UNDERSTANDING ("MOU"") is entered into this day of 20 May, 2022 between The Mount Washington Railway Company, a state-chartered corporation having a principal business office at 83 Elm St., Littleton, NH 03561 ("MWRR"), and the STATE OF NEW HAMPSHIRE, DEPART-

MENT OF NATURAL AND CULTURAL RESOURCES of 172 Pembroke Road, Concord, New Hampshire 03301 ("State").

WHEREAS the MWRR has, since completing construction in 1869, operated the Cog Railway as an iconic attraction, transporting passengers by railway to the summit of the tallest peak in New Hampshire;

WHEREAS the State has, since acquiring the summit circle in 1964 operated a State Park at the summit of Mount Washington. providing recreation and enrichment activities to members of the public;

WHEREAS the MWRR owns in fee simple a parcel of land stretching from the base of Mount Washington to the summit circle and owns in fee simple an 80-foot by 200-foot parcel of land in the summit circle known as the "Marshfields, Inc. Property," as well as a right-of-way easement to operate a railroad over a portion of the summit circle owned by the State (the "ROW Easement");

WHEREAS the MWRR plans to provide an innovative visitor experience by constructing "Lizzie's Station", within its fee-owned property immediately below the summit circle and entirely outside of the ROW Easement, and further plans not to develop its activities within the ROW easement beyond their current footprint;



WHEREAS the State finds that development of Lizzie's Station *(above)* outside of the summit circle will facilitate the safe, orderly, and efficient management of the limited park space available within the summit circle; and

WHEREAS the MWRR and the State wish to work and plan collaboratively to best utilize the limited available space within the summit circle to provide an excellent visitor experience for present and future visitors to this New Hampshire landmark;

NOW, THEREFORE the parties agree as follows:

1. MWRR and the State agree to reduce congestion and development pressure within the summit circle by executing an amendment to the ROW Easement terms that preserves the MWRR's current operations, clarifies the limitations of its future use, including with respect to development within the summit circle. This amendment is attached to this MOU as Exhibit A. The executed amendment will be held by the State in escrow and recorded at such time as MWRR receives all necessary approvals, including expiration of all appeal periods, to move forward with the construction and operation of Lizzie's Station. This MOU will terminate in the event that MWRR notifies the State in writing that it has determined that it will be unable to obtain all necessary approvals necessary to move forward with the construction and operation of Lizzie's Station. It is understood that the MWRR will continue to provide its regular rail service to the summit until such time as Lizzie's Station is constructed and operational.

2. The parties agree that the MWRR's plan to develop Lizzie's Station will similarly reduce congestion and development pressure within the summit circle. It is understood by both parties that the Lizzie's Station plan includes a switch with two new approximately 500-foot tracks on either side of the existing track with platforms, all to be constructed on MWRR's fee owned property just below the Summit Circle. It is further understood that the Lizzie's Station development is planned to include power, running water, fiber internet connectivity, shelter coach(es), food and beverage and gift coach(es), bathroom coach(es), support coach(es), sleeper coach(es) and other types of coaches as necessary, such coaches to be designed to travel up and down the moun-

tain and/or to be secured to the tracks during the operating season. Visitors to Lizzie's Station will have access to the summit via MWRR's existing railroad track and via a hiking trail.

3. In recognition of the importance of trail and power line maintenance, MWRR retains the right to maintain the existing trail located on its fee-owned property. This right includes the right to re-bury and otherwise maintain the electric transmission line located on MWRR's fee-owned property that brings electricity service to the summit. Nothing herein is intended to affect the State's existing rights to maintain and use the existing transmission line.

4. MWRR shall be responsible for obtaining all necessary approvals, permits, and licenses necessary for the construction and development of Lizzie's Station.

In consideration of the benefits to summit operations that can be achieved through clarification of the ROW Easement and the MWRR's commitment to develop Lizzie's Station outside of the summit circle, the State will favorably support MWRR's permit applications for the Lizzie's Station development as described in this MOU before the Coös County Planning Board. In addition and to the extent such support does not conflict with the State's other legal obligations, the State will further support MWRR's efforts to obtain other approved permits, and licenses necessary for the development, construction and operation of Lizzie's Station.

1. The State shall allow MWRR to connect to existing electrical service for a mutually agreed-upon usage fee. The parties understand that the State is not a public utility and does not sell electrical power for profit. The rate will reflect the costs incurred by the state associated with the provision of electrical power. Prior to connecting to the electrical service, MWRR will obtain at its own expense an assessment of the existing power line's capacity to meet the additional electrical demand of Lizzie's Station. The State will not be obligated to increase the capacity of the existing power line. In the event electrical service is not operational for any reason, the State will have no liability whatsoever to MWRR.

2. To the extent such support does not conflict with the State's other legal obligations, the State agrees to favorably support an application by the MWRR to install up to an eight-inch (8") pipe and any necessary supporting equipment on its fee-owned property to transport wastewater effluent from Lizzie's Station (no solids) to a leach field to be located at the MWRR Base Station.

3. To the extent such support does not conflict with the State's other legal obligations, the State agrees to favorably support an application by the MWRR to drill a private well on its fee-owned property to support the operation of Lizzie's Station. The parties acknowledge that this MOU has no impact on any existing water rights at the summit that either party has or may have.

4. The parties expressly acknowledge MWRR's existing right, as it is laid out in an April 21, 1964 deed from the Trustees of Dartmouth College to Marshfield, Inc. and recorded in the Coös County Registry of Deeds at Book 481, Page 96-97 to cross on foot and by vehicle certain property now owned by the State, and as identified in the aforementioned deed as Tract I and Tract II. The parties further acknowledge that MWRR will need to exercise this right in connection with the development and construction of Lizzie's Station.

5. The parcel of land owned by the MWRR in fee simple in the summit circle known as the "Marshfields, Inc. Property" is independent of and is not subject to the Amended and Restated Easement Deed. Independently of the Lizzie's Station project, the parties will explore the possibility of transferring the Marshfields, Inc. Property to the State via purchase or land exchange.

6. At the point where the Lizzie's Station hiking trail enters the summit circle, MWRR shall pay for and install a sign to be jointly designed by the State and the MWRR evidencing the trail and recognizing guests are entering the Mount Washington State Park.

7. Notwithstanding the limitations on commercial activity within the ROW Easement as clarified by the ROW Easement amendment (Exhibit A), MWRR may apply for a three-year special use permit (SUP) to operate a shelter coach, shopping coach, and/or snack car when the State's Sherman Adams Building is closed for the season. The State will grant the SUP in accordance with its administrative rules and on terms substantially similar to other SUPs for private commercial activity on public lands. Prior to the expiration of the three-year SUP, the State will seek any necessary approvals for a longer-term permit to operate a shelter coach, shopping

coach, and/or snack car at the summit when the Sherman Adams Building is closed for the season. In the event the State decides to keep the Sherman Adams Building open year-round, the parties will negotiate in good faith to reach agreement on the operation of any shelter coach, shopping coach, and/or snack car to be operated within the ROW Easement. Neither the MWRR's application for, nor the State's granting of an SUP pursuant to this paragraph shall be construed as an alteration or admission with respect to the parties' respective rights within the ROW easement prior to the execution and recordation of the attached Easement Amendment.

13. The parties acknowledge that they both retain rights to use the land subject to the ROW Easement, as memorialized therein. MWRR acknowledges the State's right to reasonable enjoyment includes the right to use the State's parking area adjacent to the Stage Office. If, in order to exercise MWRR's own rights under the ROW Easement, MWRR must temporarily occupy this parking area (such as, for example to temporarily store equipment or machinery enjoyment thereof.

14. Notwithstanding any provision of this MOU to the contrary, all obligations of the State hereunder are contingent upon the availability and continued availability of funds.

15. This MOU shall be construed in accordance with the laws of the State of New Hampshire.

16. In the event any of the provisions of this MOU are held to be contrary to any state or federal law, the remaining provisions of this MOU will remain in full force and effect.

17. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire MOU between the parties, and supersedes all prior MOUs relating hereto.

18. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

19. This MOU becomes effective upon approval by the New Hampshire Governor and Executive Council.

**GOVERNOR AND EXECUTIVE COUNCIL MINUTES**
**State House, Concord, New Hampshire**
**June 29, 2022 10:00 a.m**

**DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**: The Governor and Council on motion of Councilor Kenney, seconded by Councilor Gatsas acted as follows:

#109 Authorized to enter into a Memorandum of Understanding with The Mount Washington Railway Company, a state-chartered corporation, Littleton, NH, to execute an amendment of the Right-of-Way Easement terms that preserves the MWRR's current operation, clarifies the limitations of its future use, including with respect to development within the summit circle. Effective upon G&C approval.

**July 2022 Cog Inspection Reports**
**August 18, 2022**

Good Morning Anthony,

I hope this finds you well and enjoying the remaining days of summer. Please find attached my inspection reports for July 2022. My apologies that I am a bit behind getting them to you as it has been quite busy here with projects and ridership.

Worth summarizing up some points of interest for the month of July work wise, we installed approximately another 30 ties and approximately 40 tube steel tie plates on the passing track at Waumbec as well as re -leveled blocking as well as reset cross level just below upper Waumbec switch on both main line side and passing track side and removing a kink that was starting at that location. On the main line there has been substantial work on blocking renewal and the removal of several kinks as well as resetting cross level. Also, some cross ties that have been identified as trending towards defective have been replaced.

## Documents - 2022

I am glad to report that no major issues have been identified on the inspections and a proactive approach to curtail development of defects has really paid off. And any existing defects are being dealt with expeditiously to obtain proper remedial action repair.

Do have a great day and keep safe. Any questions please don't hesitate to contact me at once. Best regards as always. *Cookie*

Mark Sodergren Track Foreman - Mount Washington Cog Railway



**August 2022 Cog Inspection Reports**
**September 14, 2022**

Good Morning Anthony,

Hope this finds you well and enjoying the early stages of autumn. Please find attached my inspection reports for August 2022. I did have to stretch out the timing of the last inspection due to light duty and elevation restrictions after eye surgery.

Through August work on cross leveling and renewal of blocking also the removal of several kinks was the main part of the work. There were 15 ties replaced on the main line track that were detected on track walks. In the very near future, I will be commencing with my detailed timber inspection noting additional components to be replaced as preventative maintenance measures to stay well ahead of the rot and development of defective timbers. Starting at the Summit working down in advance of winter weather setting in. This being very soon as snow is forecasted at the summit this evening.

My apologies for the lag time on getting the reports to you as my computer has been down and I was out for a little time recuperating from surgery. Should you have any inquiries please do not hesitate to contact me.

On a side, My condolences to you and your countrymen overseas for your loss of Her Majesty. Best regards as always and keep safe. *Mark Sodergren* - Track Foreman



**September 2022 Cog Inspection Reports**
**October 13, 2022**

Good Morning Anthony,

Hope all is well as always. It was very much welcomed be able to walk a bit of the line with you last week. Again, please forgive me on the late arrival of my September inspection reports which are attached above. Worthy to note in regard to your fall track inspection and findings, The stringer at cap 1129 up mountain end has been drilled and lagged, 1118 and 113 Fireman's side of caps have been jacked and have had blocking added bringing the caps securely up to the stringer. Cap 1049 split cap end and 1037 joint spool weld will soon see remedial action taken to repair them as my plan is to fix them at the same time once I can sneak a train with the welder up to those locations.

This is the last full week of heavy foliage schedule and late trains. As of next Monday, our train operation backs down to skyline at which point I plan on removing from service, the tracks from the summit to that point for Maintenance if weather permits. I will email you with a formal notice as I close down sections of tracks for the season.

Should you have any questions please don't hesitate to contact me. I will be on vacation November 9th through November 28th but will be returning in that time period as to perform my Inspections at the prescribed intervals. Have a great day and as always Best regards. *Cookie* - Mark Sodergren Track Foreman



**State Inspection Report**
**October 6, 2022**

New Hampshire Department of Transport railway inspector Anthony M. Murphy conducted an inspection of the Mount Washington Cog Railway on October 6, 2022. The weather was sunny & dry. Murphy walked and rode during the inspection accompanied by Cog track inspector Mark Sodergren. Murphy reported no violations but listed seven remedial actions that needed to taken. ***Remedial Action 1:*** At 0.15 mile from the shop, "Located *(left)* on the shuttle track, three (3) spools turning in the rack. Rack joint misaligned, measured ½ inch, visible wear damage to rack. Note: As not regulated by FRA for further guidance only, reference Mt Washington Cog Railway Track & Trestle Safety Standards. Section 1 (Cog Rack) **D.** Rack joint mismatch may not exceed three eighths of one inch (⅜). **F.** There shall be no spools that are turning in a rack. Investigate and report back to DOT"




***Remedial Action 2:*** Located Bents 4 -8 - "These are located downhill side of the steel single span bridge. Observed two (2) anchoring type rods, one detached and laying on the ballast, the other was coming apart between the coupling and stringer. These anchoring's are attached between the retaining wall and the track structure. Also observed two cracks that have formed in the concrete retaining wall adjacent to the anchor rods, the crack nearest the bridge, the opening measured ½ inch. Additionally the wall has shifted by ⅜ inch away from the track, the crack on the reverse side of the wall travels all the way to the bottom. Note: As not regulated by FRA for further guidance only, further investigation is required to understand the root causes, this may also be highlighted within the recent bridge inspection report. Previous NHDOT report (0012) dated April 26/28 June 3, item 1 documented movement of the bridge decking. Photographs attached *(above right)*. Investigate and report back to DOT.










1. Reason behind excessive track lateral movement.

2. The retaining walls design for horizontal loads?

3. Provide retaining wall design plans to NHDOT.

4. Method to secure track."











***Remedial Action 3:*** Located Bent 1129 - "Up mountain end, left hand side. Ineffective snag bolt located at the end of the stringer. Spilt damaged stringer, measured length 23 inches, depth of spilt 2 inches. Note: As not regulated by FRA for further guidance only, reference Mt Washington Cog Railway Track & Trestle Safety Standards. Section 6, Rail Fasteners. (b) Any spike, bolt, or lag that is loose or infective will be considered missing. Section 7, Timber condition. Timber must not be hollow, spilt or horizontally crushed more than twenty percent

(20%). Photographs attached *(left)*. Correct and report back to DOT"





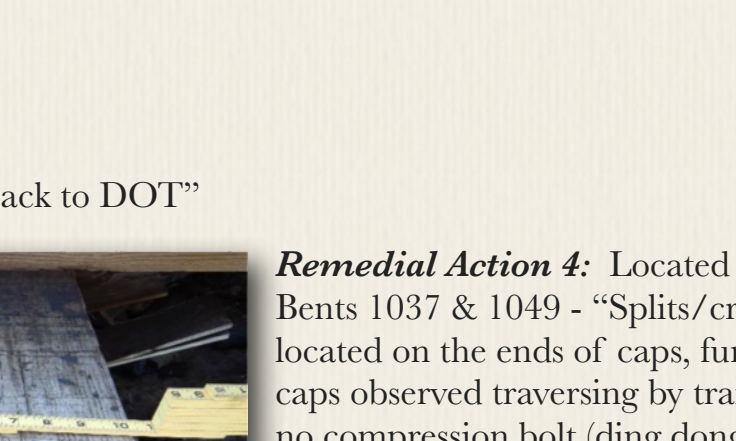

***Remedial Action 4:*** Located Bents 1037 & 1049 - "Splits/cracks located on the ends of caps, further caps observed traversing by train, no compression bolt (ding dong) in place. Note: As not regulated by FRA for further guidance only, reference Mt Washington Cog Railway Track & Trestle Safety Standards, section 7 Timber condition . Photographs attached *(left & below)*. Correct and report back to DOT.














***Remedial Action 5:*** Located Bent 358 - "Switch located downhill side of bent #358, east rail up passing loop, bridging rail between switch/track (running on) misaligned gage. Note: As not regulated by FRA for further guidance only, reference Mt Washington Cog Railway Track & Trestle Safety Standards. Section 3 Rail joints (d) "maintain the alignment of the abutting rail ends. Photographs attached *(above*. Correct and report back to DOT"

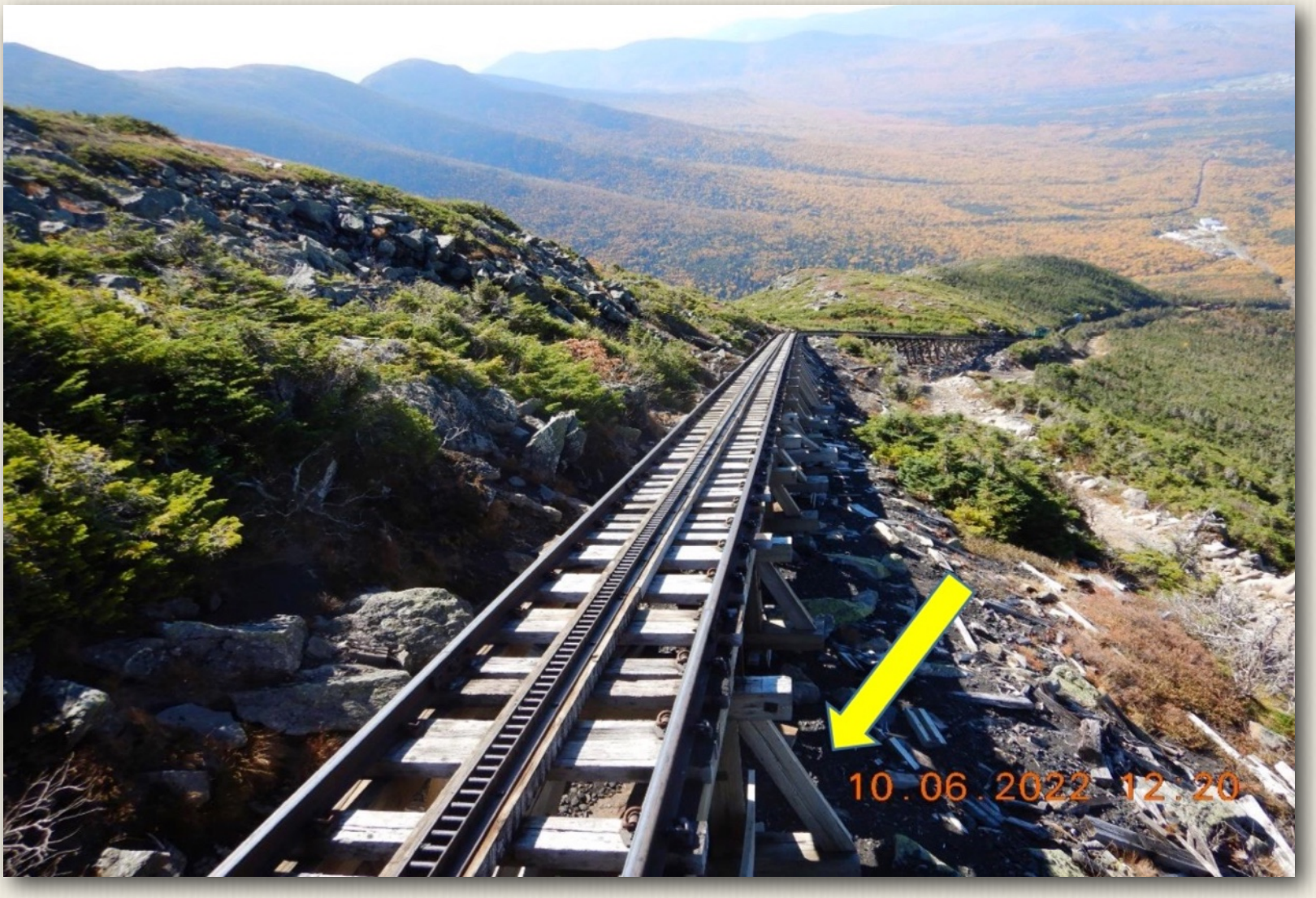


***Remedial Action 6:*** "Switch located uphill side of Waumbek Station, west rail up passing loop, frog/rail between switch/track at bent 358 (running on) misaligned tred. Note: As not regulated by FRA for further guidance only, reference Mt Washington



Cog Railway Track & Trestle Safety Standards. Section 3 Rail joints (d) "maintain the alignment of the abutting rail ends. Photographs attached *(right & previous page)* Correct and report back to DOT"

***Remedial Action 7:*** "Observed from the train supporting leg on bent split longitudinally. could not identify bent number as train traveling in the down direction. (North of Jacobs Ladder) Note: As not regulated by FRA for further guidance only, reference Mt Washington Cog Railway Track & Trestle Safety Standards. Section 7 Timber must not be hollow, split or horizontally crushed more than twenty percent (20%). Photograph attached *(below)*. Correct and report back to DOT




**October 2022 Cog Inspection Reports**
**October 29, 2022**

Good Morning Anthony,

Hope this finds you well as always. Please find attached my inspection reports for October 2022. I'd like to confirm that the following items from your report, from your most recent inspection here have been repaired:

-Cap 1129 Firemans side Stringer has been secured at the up-mountain end with a lag
-Cap 1118 Firemans side cap has been jacked up and blocking added to close gap
-Cap 1113 Firemans side cap has been jacked up and blocking added to close gap
-Cap 1049 Firemans side of cap has had a "Ding Dong" bolt added to cap end
-Cap 1037 Joint spool cracked weld had been re-welded

## Documents - 2022

I am taking full advantage of any breaks that mother nature and schedule gives to get general Maintenance done on the out of service track before winter sets in. I anticipate that I will be removing more track from passenger service for the winter this upcoming week, in which case I will email you with the update.

Have a great weekend and week ahead. Best regards and wishes *Cookie* - Mark Sodergren - Track Foreman

**Waumbec Station Certificate of Occupancy**
**November 2, 2022**

Robert L. Quinn
Commissioner

# State of NewHampshire

DEPARTMENT OF SAFETY

***Division of Fire Safety***

***Office of the State Fire Marshal***

**Office:** 110 Smokey Bear Boulevard, Concord, NH 03301
**Mailing Address:** 33 Hazen Drive, Concord, NH 03305
**Telephone:** 603-223-4289 • **Fax:** 603-223-4294
www.nh.gov/firesafety

Sean P. Toomey
State Fire Marshal

## CERTIFICATE OF OCCUPANCY

**CERTIFICATE #: 220424**

To Whom It May Concern:

The building described below has met the requirements set forth in the New Hampshire State Fire Code (Saf-C 6000) and the New Hampshire State Building Code and is hereby-deemed fit for occupancy as described below:

**BUILDING NAME**: Wambec Station

**LOCATION**: Cog Railway, Mount Washington
3168 Base Station Road

**TOWN/CITY**: Bretton Woods
**OWNER**: Cog Railway
3168 Base Station Road
Bretton Woods, NH

**OCCUPANCY:** Utility- Platforms

**DATE ISSUED**: November 2, 2022

**Permits #** **220424**

This certificate is good indefinitely unless revoked for just cause. This certificate of occupancy is good only for the building named above and for the occupancy classification named above. Any change in the occupancy use group will render this certificate null and void requiring the applicant to reapply for another certificate of occupancy. This certificate indicates that the building as designed and constructed met the applicable codes on the date issued. It does not, in any way, indicate that the building meets the N.H. State Fire Code as operated. Building owners and operators should have their buildings inspected by the proper authorities on a regular basis to ensure a proper degree of fire and life safety protection.

Mitchell W. Cady
Deputy State Fire Marshal

***Saving lives and property through education, engineering and enforcement***

**November 2022 Cog Inspection Reports**
**December 10, 2022**

Anthony,

As always, I hope this finds you well. Please find attached my inspection reports for November 2022. My apologies for being a bit late getting them out to you as I was on vacation for 3 weeks with the exception of coming in for my prescribed inspection and now am getting things in order for winter work in the shop ect. In the coming weeks I will be diligently working on producing a full annual summary on this year's work and accomplishments to forward on to you.

I wish you all a very Merry Christmas and a safe and healthy upcoming New Year ahead. Best wishes and kind regards. *Cookie* - Mark Sodergren Track Foreman

**December 2022 Cog Inspection Reports**
**December 28, 2022**

Anthony,

Hope this finds you well and hope you and yours had a wonderful Christmas. Wishing you all and yours a safe happy and healthy New Year ahead. Might be giving you a call later today with a quick question. Please find attached my inspection reports for December 2022. These inspections were done from the train as winter conditions prevented safe foot travel and as always if the opportunity arises that I can do on foot inspections, I will be much relieved by the opportunity.

Best regards as always. *Cookie* Mark Sodergren - Track Foreman

**2022 Track Inspection Summary**

***Cog Railway to NH DOT:*** "This year saw a very productive season of continued general maintenance of the track structure here on the Mount Washington Cog Railway. The most notable accomplishment this year was our Re-railing project's completion on May 5th, marking the completion of a 3-year project replacing the existing 25-pound rail will 100-pound rail from the base station to the summit. This being quite the achievement with the hardworking dedication of many fine employees. Through the summer season and fall season, general maintenance projects included:

- Resetting, re-leveling, renewal and shimming of various sets of blocking along the mainline and passing track
- Replacement of 51 defective or near defective cross ties on the main line
- Replacement of 77 defective or near defective cross ties on the passing track
- Replacement of 198 defective wood blocks under the rails being replaced with 2"x 8" tube steel blocks and "e" clips for better gage stability and maintenance as well as longevity on the passing track.
- Securing 27 split cap ends with 12" bolts, 3" square washers and nuts (Ding Dongs)
- Stabilizing (Ding Dong) heavy checked post to prevent further development into splitting 630 ES 1030E-Sand 809FS
- Repaired 35 spool welds to prevent defective status and as well as to achieve remedial action of defective spinning spools.
- Worked at various points on the line jacking and cross leveling to prevent kinks as well as to realign the track surface removing mild kinks.
- Cut vegetation adjacent to the track structure mainly on Cold Spring hill to the Base Station as to prevent contact with rolling stock and allow for unobstructed observation of passing trains and visual inspection of the track structure.

## Documents - 2022

- Continued maintenance of water carrying devices (water bars and culverts) for proper drainage of water away from the track structure

- Replacement of 10 stringers as general preventative maintenance

- The addition of anchoring cables at Waumbec Curve on the passing track to maintain proper track profile

- Biweekly lubrication of all switches and battery maintenance

- Realignment and resetting of gage on leads to transfer table at the shop facility

- Installation of locks on the transfer table at the shop facility to maintain proper alignment of transfer table to the leads.

As soon as the weather permits early in the spring *(of 2023)*, it is of full intention to resume with stringer replacement and tie renewal projects in advance of our hopefully busy summer 2023 operating season. I hope this finds you all well and in good health. May you have a safe, healthy and happy New Year ahead.

Respectfully submitted, *Mark "Cookie" Sodergren* - Track Foreman Mt Washington Cog Railway

## ≺2023≻

### State Track Inspection Report
### April 19 & 26, 2023

New Hampshire Department of Transport railway inspector Anthony M. Murphy conducted an inspection of the Mount Washington Cog Railway on April 19 and April 26, 2023. The weather was wintry/snow on April 19 and Dry/Sunny on the 26th. Murphy walked and rode during the inspection accompanied by Cog track inspector Mark Sodergren. Murphy reported two violations and listed seven remedial actions that needed to occur. ***Remedial Action 1:*** Drainage or water-carrying facility not maintained to accommodate expected flow of water. X2 culverts located at the Bunker, first is adjacent the shuttle track, second under the main track. Heavy build up of rock and mud *(below)*. Remedial Action: Yes Comment back to NHDOT



***Remedial Action 2:*** Drainage or water-carrying facility not maintained to accommodate expected flow of water. Culvert located *(right)* at the passenger loading gate C, under main track. Remedial Action: Yes Comment back to NHDOT



***Remedial Action 3:*** Insufficient fasteners to effectively maintain gage in a track segment. 8 in total e-clips missing from tie plates located on the west rail south between Base Station and first river bridge *(below)*. Remedial Action: Yes Comment back to NHDOT






***Remedial Action 4:*** Rack located at the upper Waumbec switch (Bent 517), main track (5) spools welds cracked. Mt Washington Cog Railway Track & Trestle Safety Standards. Section 1, Cog Rack (h) Cracks that extend through the corner radius of the angle iron shall require immediate repair or rack replacement. ***Remedial Action 5:*** Rail end mismatch on tread of rail exceeds allowable tolerance. Measured at + 3/8 inch located at upper Waumbec switch, main track (Bent 517). Concern for locomotive/car running on to the frog. Mt Washington Cog Railway Track & Trestle Safety Standards. Section 13 Inspection of Hydrulic Shuttle Switches (b).

Mismatching of rack or running rail at any transition point shall not exceed 3/8 of one inch *(below)*. Remedial Action: Yes Comment back to NHDOT







***Remedial Action 6:*** Loose joint bar (jointed track). Located on the passing track north of the lower switch at Waumbec Station, east rail *(right)*. Gap measured 1-1/8 of an inch. Remedial Action: Yes Comment back to NHDOT




***Remedial Action 7:*** Rotted and or split ties visually identified at multiple locations *(below)*, spans 65/69/72/73 (#12) 142 (#2) 218/219/222/239/241/242/25/252/262 (#15) 384/385/395 (#6) 1023/1178/1179 (#5). Remedial Action: Yes Comment back to NHDOT

New Hampshire Department of Transport

| Inspectors Name | Inspectors Signature |
|---|---|
| Anthony Murphy | A.M.Murphy |










**Mount Washington Railway Applications**
**New Hampshire Environmental Services Dept.**
**Alteration of Terrain & Stormwater Management Report**
**Granite Engineering, Manchester, N.H.**
**August 1, 2023**

Owner Affidavit

I, Wayne Presby, member of Mount Washington Railway Company, hereby authorize Granite Engineering, LLC, to submit local, state, and federal land use applications on my behalf, as they relate to the redevelopment of the property situated at 3168 Base Station Road, in Mount Washington, NH and referenced on Coös County Unincorporated Places Tax Assessor's Map 1605, Lot 10. Further, I authorize Granite Engineering, LLC, to aid in the representation of said permits, as required, before the Coös County and the State of New Hampshire.

Mount Washington Railway Company

BRIEF PROJECT DESCRIPTION: The proposed site improvements include railway track relocation and replacement, a 20,000 sf building addition, and various site-wide paving, parking, and circulation improvements. Access to the property will remain unchanged. Stormwater throughout the site will be managed by proposed culverts and stormwater management pond. Over the last 10 years, improvements to the property have been conducted which include a parking lot expansion to northeast, parking and storage expansion to the southwest, and a maintenance building replacement which received the requisite NHDES Shoreland Permit.

Total area of disturbance: 675,000 square feet
Total final impervious cover: 467,747 square feet
Application Fee: $9,375

The subject application involves the redevelopment of Coös County's Unincorporated Places Tax Map 1605 Lot 10 at 3168 Base Station Road in Mount Washington, New Hampshire. The site work involved for the proposed site improvements will exceed 100,000 square-feet, requiring the need for an Alteration of Terrain Permit through the New Hampshire Department of Environmental Services.

As a part of this permit application, it is the Applicant's responsibility to submit the permit to the local municipality (Town Clerk or Conservation Commission). Since this project is located within an unincorporated place, there is no local municipality or organization responsible for the review of the permit. Therefore, this application has not been submitted to a local organization for review.

Regards,

Brenton Cole, P.E.
*Principal Engineer*

**INTRODUCTION**

A. ***Project Description***

The subject property proposes various site improvements throughout the property pertaining to the Mount Washington Railway Company's operation of the Cog Railway in located at 3168 Base Station Road in Mount Washington, New Hampshire. The property is located within Thompson and Meserve's Purchase, which is one of the unincorporated townships in Coös County. The proposed sire improvements include railway track relocation and replacement, a 20,000 sf building addition, and various site wide paving, parking, and circulation improvements. Access to the property will remain unchanged. Stormwater throughout the site will be managed by proposed conveyance swales and stormwater management ponds.

B. ***Existing Site Conditions***

Tax Map 1605 Lot 10 is approximately 35.75 acres in area. The property is currently developed with a 26,223 existing maintenance building, Marshfield Station, cabins, sheds, a single family dwelling, and an apartment building. Railroad tracks leading to Mount Washington also run across the property. The property also enjoys frontage along the Ammonoosuc River and Franklin Brook. In addition to the river and brook, wetlands also exist on the property as well as a recreational pond. Gravel and paved driveways connect the site's features and parking areas. Stormwater throughout the site is currently managed by various ditches.

According to the Site Specific Soil Survey, the predominant onsite soil types are Waumbeck, sandy loam, Lyme fine sandy loam, and loamy Udorthents. There is not complete Web Soil Survey data for the full extent of the drainage analysis for this site. For this reason, a Hydrologic Soil Group D was chosen to represent the area of the site beyond the Site Specific Soil Survey. This was due to the topography around the property either being previously disturbed or steep enough to potentially affect the soil's ability to absorb runoff. The culverts on the property in their existing condition are undersized and experience flooding. Choosing the Hydrologic Soil Group D for the soils will generate the most runoff in the analysis to ensure future culverts are sized appropriately.

## GENERAL NOTES:

1. THE PURPOSE OF THIS PLAN IS TO ILLUSTRATE THE PROPOSED MASTER PLAN FOR THE MOUNT WASHINGTON RAILWAY COMPANY IN COOS COUNTY, NEW HAMPSHIRE. THE IMPROVEMENTS INCLUDE:
   A. PROPOSED ENTRYWAY ARCH
   B. PROPOSED SITE-WIDE PAVING, PARKING, AND CIRCULATION IMPROVEMENTS
   C. PROPOSED NORTH AND SOUTH TRACK MAINTENANCE/RELOCATION, CULVERT REPLACEMENT, REVISED CUSTOMER LOADING AREA WITH TRENCH DRAINS, AND NEW OUTWASH PIT
   D. NEW REPLACEMENT EDA
   E. 200'X100' MAINTENANCE BUILDING ADDITION
   F. EMPLOYEE RV PARKING AREA WITH ACCESS ROAD
2. AREA OF LOT 10 = 1,560,620 SF± OR 35.83 ACRES±
3. OWNER OF RECORD:
   MOUNT WASHINGTON RAILWAY COMPANY
   3168 BASE STATION ROAD
   MOUNT WASHINGTON, NH 03589
4. THE SUBJECT PROPERTY IS LOCATED ENTIRELY WITHIN THE GENERAL DEVELOPMENT SUBDISTRICT (DD-G) ZONING DISTRICT AND IS SUBJECT TO THE FOLLOWING DIMENSIONAL REGULATIONS:

TABLE OF ZONING REQUIREMENTS

| DESCRIPTION | REQUIRED | EXIST. | PROP. |
|---|---|---|---|
| MINIMUM LOT SIZE | 1 ACRES | 35.83 ACRES | 35.83 ACRES |
| MINIMUM FRONTAGE* | 200 FT | N/A | N/A |
| MINIMUM SHORELINE FRONTAGE | 200 FT | 2,373 FT | 2,373 FT |
| FRONT YARD SETBACK | 75 FT | N/A | N/A |
| SHORELINE SETBACK | 100 FT | 17.75 FT | 17.75 FT |
| SIDE YARD SETBACK | 25 FT | 0.31 FT | 0.31 FT |
| REAR YARD SETBACK | 25 FT | N/A | N/A |
| BUILDING HEIGHT | 35 FT | UNK | < 35 FT |
| MAXIMUM LOT COVERAGE | 30% | 31.44% | 29.97% |

* ROAD FRONTAGE REQUIREMENTS SHALL NOT APPLY WHERE A LOT IS LOCATED AT THE END OF A ROAD.

5. THIS LOT IS SERVICED BY PRIVATE WATER AND SEPTIC.
6. TOTAL AREA WITHIN PROTECTED SHORELAND: 608,814±SF.
   SHORELAND IMPERVIOUS AREA CALCULATIONS:

| STRUCTURE DESCRIPTION | PRE-CONSTRUCTION | POST-CONSTRUCTION |
|---|---|---|
| MAINTENANCE/STATION | 29,216 SF | 36,700 SF |
| ACCESSORY STRUCTURES | 3,429 SF | 3,429 SF |
| PAVEMENT/RAIL/GRAVEL | 133,894 SF | 123,499 SF |
| | 166,507 SF OR 27.35% | 163,628 SF OR 26.88% |

7. THIS PROJECT DISTURBS MORE THAN 1-ACRE OF LAND, THEREFORE, THIS PROJECT WILL BE REQUIRED TO OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT COVERAGE AS ISSUED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA).
8. THE FOLLOWING STATE, LOCAL, AND FEDERAL PERMITS ARE REQUIRED FOR THIS PROJECT:

| | STATUS | PERMIT No. |
|---|---|---|
| NHDES AOT PERMIT | PENDING | |
| NHDES SHORELAND PERMIT | PENDING | |
| NHDES MINOR WETLANDS IMPACT PERMIT | PENDING | |
| NHDES UST PERMIT | PENDING | |
| EPA SWPPP | REQUIRED BEFORE CONSTRUCTION | |

9. LOCATION OF ANY UTILITY INFORMATION SHOWN ON THIS PLAN IS APPROXIMATE. GRANITE ENGINEERING, LLC MAKES NO CLAIM TO THE ACCURACY OR COMPLETENESS OF UTILITIES SHOWN. PRIOR TO ANY EXCAVATION ON SITE THE CONTRACTOR SHALL CONTACT DIG SAFE AT 811.
10. TOPOGRAPHIC AND BOUNDARY INFORMATION SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY PERFORMED BY KELLOGG SURVEYING & MAPPING, INC. DURING APRIL, MAY, AND DECEMBER OF 2022 AS AS WELL AS FEBRUARY AND MARCH OF 2023.
11. ALL BEARINGS ARE REFERENCED TO NH STATE PLANE GRID. ELEVATIONS ARE BASED ON NGVD 88 DATUM.
12. WETLANDS WERE DELINEATED BY PRESBY CONSTRUCTION IN OCTOBER OF 2019 AND MAY OF 2022.

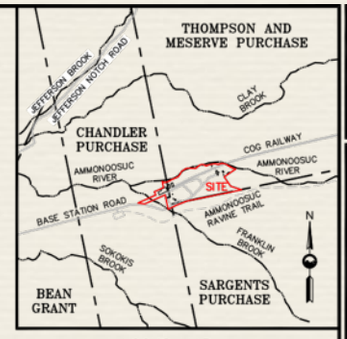
## PLAN REFERENCES:

1. "SITE PLAN FOR THE MOUNT WASHINGTON COG RAILWAY, THOMPSON & MESERVES PURCHASE, CHANDLER PURCHASE & SARGENTS PURCHASE, COOS COUNTY" SURVEYED BY KELLOGG SURVEYING & MAPPING, INC. DATED FEBRUARY 2, 2023.

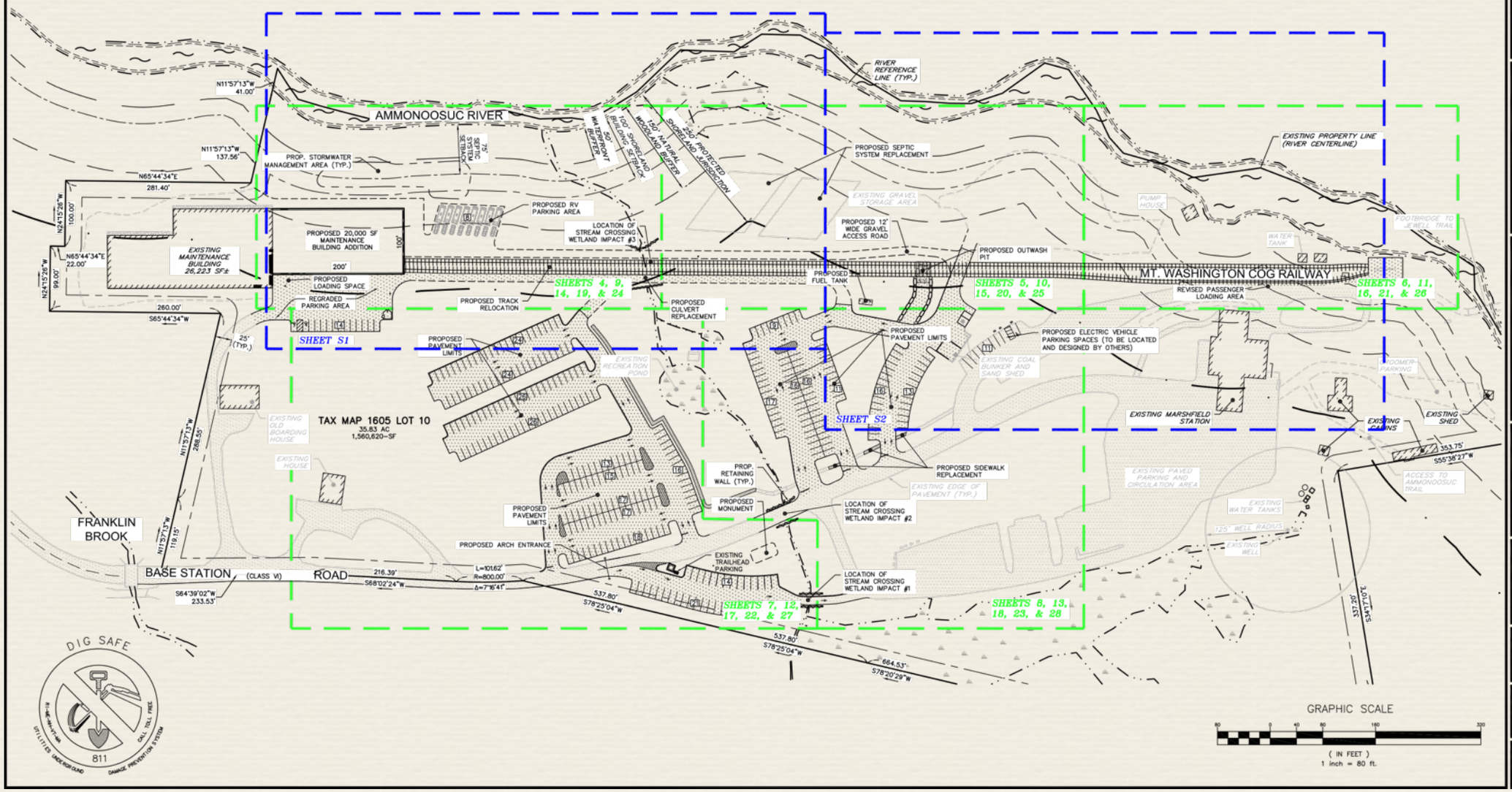
## LEGEND

- PROPERTY LINE
- EXIST. EDGE OF PAVEMENT
- PROP. EDGE OF PAVEMENT
- EX. EDGE OF WETLAND
- 50' WATERFRONT BUFFER
- 150' NATURAL WOODLAND BUFFER
- 250' PROTECTED SHORELAND JURISDICTION
- BUILDING SETBACK
- EX. BUILDING
- PROP. BUILDING

JURISDICTIONAL WETLAND BOUNDARIES SHOWN ON THIS PLAN WERE DELINEATED ON OCTOBER OF 2019 AND MAY OF 2022 BY THAD PRESBY, CWS #149; IN ACCORDANCE WITH THE TECHNIQUES OUTLINED IN THE MOST RECENT CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL AND REGIONAL SUPPLEMENTS FOR IDENTIFYING HYDRIC SOILS AND VEGETATION.




LOCUS MAP
SCALE: ±1"=2,000'




REVISIONS

| No. | DATE | COMMENTS | BY |
|---|---|---|---|
| 0 | 06/22/23 | PROJECT SUBMITTAL | BJC |

PREPARED FOR:
MOUNT WASHINGTON RAILWAY COMPANY
3168 BASE STATION ROAD
MOUNT WASHINGTON, NH 03589


GRANITE ENGINEERING
civil engineering • land planning • municipal services
150 Dow Street, Tower 2, Suite 424
Manchester, New Hampshire 03101
603.518.8030
www.GraniteEng.com


STAMP:
Draft Print
06/12/2023 10:26:35 AM

LOCATION:
TAX MAP 1605 LOT 10
3168 BASE STATION ROAD
MOUNT WASHINGTON, NEW HAMPSHIRE
COÖS COUNTY, UNINCORPORATED PLACES

PROJECT:
MOUNT WASHINGTON RAILWAY COMPANY

TITLE:
MASTER PLAN

| PROJECT No. | DATE: | SCALE: |
|---|---|---|
| 22-0927-1 | JUNE 22, 2023 | HORIZ. 1"=80' |
| SHEET: | 1 OF 42 | |

Documents - 2023

736

PHOTO #1



Existing Maintenance Building and Tracks – Western Face

PHOTO #6



Existing Maintenance Building to Remain

PHOTO #7



Existing Maintenance Building to be Razed

PHOTO #9



Existing Maintenance Building to be Razed



Existing Culvert Under Gravel Driveway



Middle Wetland Crossing



Downstream Wetland Crossing

# Documents - 2023

**Summary:**

The subject site complies with the NHDES Regulations Env-Wq 1500 in regards to stormwater treatment and groundwater recharge volume. Proposed stormwater best management practices (BMP) are designed in accordance with the New Hampshire Stormwater Manual Volume 2: Post-Construction Best Management Practices Selection and Design and BMP worksheets provided by the New Hampshire Department of Environmental Services. In addition, stormwater discharges, in terms of peak rate of runoff and total volume, are consistent with NHDES Regulations Env-Wq 1500.

**State Track Inspection Report**
**August 10, 2023**

New Hampshire Department of Transport railway inspector Anthony M. Murphy conducted an inspection of the Mount Washington Cog Railway on August 10, 2023. The weather was Dry/Sunny. Murphy walked and rode during the inspection accompanied by Cog track inspector Mark "Cookie" Sodergren. Murphy reported no violations and listed six remedial actions that needed to occur.



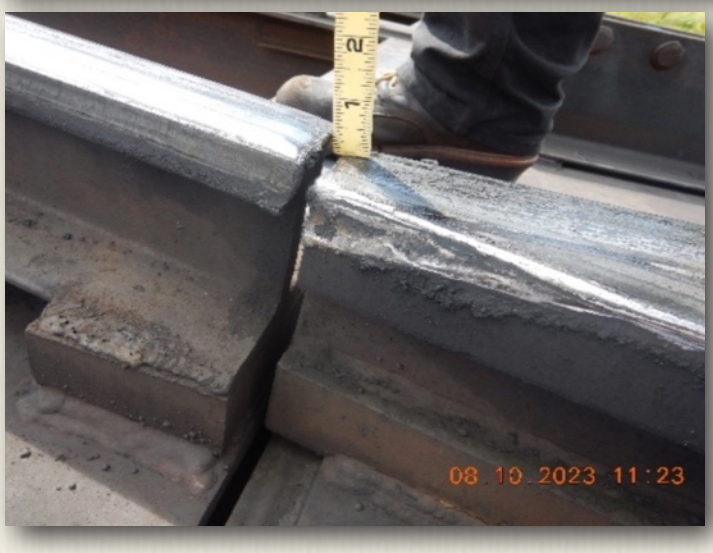

***Remedial Action 1:*** Rack joint mismatch may not exceed three eighths of one inch (3/8) at 0.5 mile post. Measured 1/2 of one inch both sides *(left)*. Remedial Action: Yes Comment back to NHDOT (within 30 days of the inspection)

***Remedial Action 2:*** Split or otherwise impaired to the extent the crosstie will allow either ballast to work through, or will not hold spikes or rail fasteners. A number (3) were visually seen short end ties *(below)*, lag and or bolt extremely close to the ends splitting ties (Bent 512/514/516) Remedial Action: Yes Comment back to NHDOT (within 30 days of the inspection)





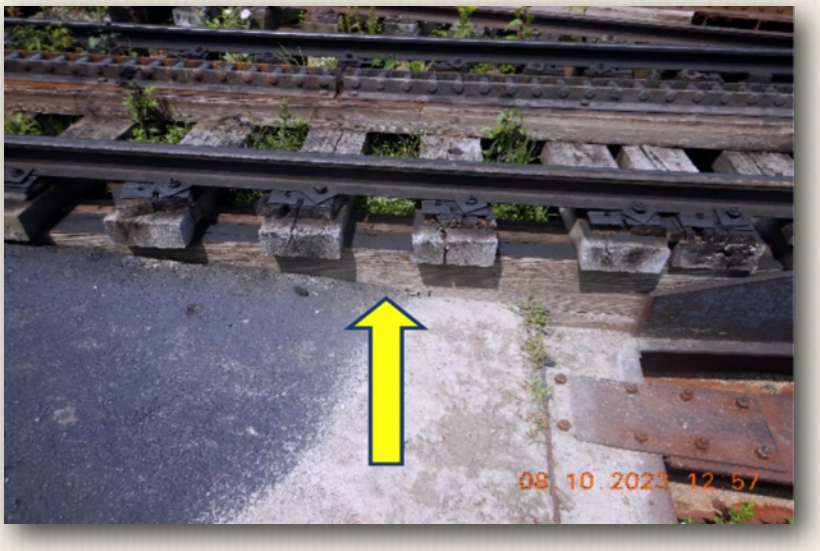





***Remedial Action 3:*** Mt Washington Cog Railway Track & Trestle Safety Standards. Section 13 Inspection of Hydraulic Shuttle Switches (b). Mismatching of rack or running rail at any transition point shall not exceed 3/8 of one inch. Rail end mismatch on tread located between frog transition measured at + 3/8 of one inch upper Waumbec switch, main track *(left)*. Remedial Action: Yes Comment back to NHDOT (within 30 days of the inspection)

***Remedial Action 4:*** There shall be at least four (4) non defective ties every twelve feet (12') of track. Rail was observed under load, moving within the rail fastening system over six (6)

ties (Base Station Switch - *below*). Remedial Action: Yes Comment back to NHDOT (within 30 days of the inspection)






***Remedial Action 5:*** There shall be at least four (4) non defective ties every twelve feet (12') of track. Rotted and or split ties visually identified at multiple locations *(below)*, spans 65/69/72/73 (#12) 142 (#2) 218/219/222/239/241/242/25/252/262 (#15) 384/385/395 (#6) 1023/1178/1179 (#5). Remedial Action: Yes Comment back to NHDOT (within 30 days of the inspection)







***Remedial Action 6:*** There shall be no more than four and three quarter inches (4-3/4) between up-mountain spool faces. Located at the base of the south (Waumbek) switch measured 4- 13/16 inches, rack has visual signs of movement *(below)*. Remedial Action: Yes Comment back to NHDOT (within 30 days of the inspection)






New Hampshire Department of Transport

| Inspectors Name | Inspectors Signature |
|---|---|
| Anthony Murphy | A.M.Murphy |

***From:*** Brenton Cole
***Subject:*** NHB22-3686 - Cog Submittal

The Cog Railroad is proposing some site improvements on their property downhill from Mt. Washington. Below is a link to a submittal for NHDES AOT for the Cog Railroad. The NHB (Natural Heritage Bureau) was returned with a few plant species uphill of the railroad base station where the work is being proposed. The NHB requested we contact NHB for information on our project. Let me know if you have any questions or comments.

***From:*** DNCR: NHB Review
***Sent***: Tuesday, August 29, 2023
***To:*** Brent Cole

Hi Brent,

Thank you for reaching out to Natural Heritage Bureau. Based on the provided plans, and aerial overlaid with the limit of work NHB has no further concerns regarding this proposed site improvement. If proposed plans change, please contact NHB.

Best, *Ashley Litwinenko*
Environmental Reviewer
Natural Heritage Bureau (NHB)

**Stormwater Management Operation and Maintenance**

All property owners are responsible for ensuring that stormwater facilities installed on their property are properly maintained and that they function as designed. In some cases, this maintenance responsibility may be assigned to others through special agreements. Property owners should be aware of their responsibilities regarding stormwater facility maintenance. Any transfer of responsibility for inspection and maintenance activities or transfer of ownership shall be documented to the New Hampshire Department of Environmental Services and the municipality in writing. The contract documents will require the contractor to designate a person responsible for maintenance of the sedimentation control features during construction. Long-term operation and maintenance for the stormwater management facilities are presented below.

***Inspection & Maintenance – Annual Reporting***

Requirements for the inspection and maintenance of stormwater facilities, as well as reporting requirements, are included in this Stormwater Management Operation and Maintenance (O&M) Manual. Verification that the Stormwater facilities have been properly inspected and maintained; copies of the annual report should be documented on site for future reporting upon request.

***Preventative Measures to Reduce Maintenance Costs***

The most effective way to maintain your water quality facility is to prevent the pollutants from entering the facility in the first place. Common pollutants include sediment, trash & debris, chemicals, dog waste, runoff from stored materials, illicit discharges into the storm drainage system and many others. A thoughtful maintenance program will include measures to address these potential contaminants and will save money and time in the long run.

***Date:*** Thursday, September 14, 2023
***Subject***: Wetlands Permit STANDARD DREDGE AND FILL APPLICATION MINOR IMPACT PROJECT 2023-02105

The Ammonoosuc River Local Advisory Committee reviewed the above referenced Shoreland Permit Application at our September 6, 2023 meeting. Brenton Cole (Granite Engineering) and Earl Duval- (Mount Washington Railway Co) attended the meeting and provide details and answered questions from the Committee

about the proposed project. Based on the information presented in the application and the presentation, the Committee supports the application.

Thank you,
Richard Walling
Chair, ARLAC

**The State of New Hampshire Department of Environmental Services**
**WETLANDS AND NON-SITE SPECIFIC PERMIT 2023-02105**
***NOTE CONDITIONS***
**MOUNT WASHINGTON RAILWAY COMPANY**

WATERBODY: UNNAMED STREAM
APPROVAL DATE: SEPTEMBER 21, 2023
EXPIRATION DATE: SEPTEMBER21, 2028

Based upon review of permit application 2023-02105 in accordance with RSA482-A and RSA485-A:17, the New Hampshire Department of Environmental Services(NHDES)hereby issues this Wetlands and Non-Site Specific Permit. To validate this Permit, signatures of the Permittee and the Principal Contractor are required.

***PERMIT DESCRIPTION:***

Dredge and fill 820 square feet within the bed and bank of an unnamed perennial stream (tier 1; impacting 465 linear feet of bed and bank) for replacement of three under-sized culverts with 10-ft wide box culverts (30, 44, and 60 ft long).

***THIS PERMIT IS SUBJECT TO THE FOLLOWING PROJECT-SPECIFIC CONDITIONS:***

1. In accordance with Env-Wt 307.16 and Env-Wt 524.0S(b), all work shall be conducted in accordance with approved plans by Granite Engineering, LLC dated June 22, 2023, as received by the NH Department of Environmental Services (NHDES) on August 2, 2023

2. The permittee shall submit a construction notice with the department at least one week prior to commencing work, per Env-Wt 314.03(a).

3. In accordance with Env-Wt 904.02, in-stream work shall be done only during low flow or dry conditions; work on stream crossings that requires any work in areas that are subject to flowing water shall maintain normal flows and prevent water quality degradation during the work by using best management practices, such as temporary by-pass pipes, culverts, or cofferdams.

4. In accordance with Env-Wt 307.03(f)(l), a cofferdam or other turbidity control shall be used to enclose a dredging project conducted in or along the shoreline of the river, provided that a coffer dam shall not be installed during periods of high flow.

5. In accordance with Env-Wt 307 .03(f)(2), a coffer dam or other turbidity control shall be removed after work within the coffer dam or other turbidity control is completed, the contained water has returned to background clarity, and when removing the structure will not cause or contribute to a violation of Env-Wt 307.03(c)(6).

6. In accordance with Env-Wt 307.0S(e), to prevent the use of soil or seed stock containing nuisance or invasive species, the contractor responsible for work shall follow Best Management Practices for the Control of Invasive and Noxious Plant Species (Invasive Plant BMPs).

7. In accordance with Env-Wt 307.ll(a), fill shall be clean sand, gravel, rock, or other material that meets the project's specifications for its use; and does not contain any material that could contaminate surface or groundwater or otherwise adversely affect the ecosystem in which it is used.

8. In accordance with Env-Wt 307.03(b), all work, including management of stockpiles, shall be conducted so as to minimize erosion, minimize sediment transfer to surface waters or wetlands and minimize turbidity in surface waters and wetlands.

9. In accordance with Env-Wt 307.03(e), all exposed soils and other fills shall be permanently stabilized within 3 days following final grading.

10. In accordance with Env-Wt 307.ll(c), slopes shall be immediately stabilized by a method specified in Env-Wq 1506 or Env-Wq 1508, as applicable, to prevent erosion into adjacent wetlands or surface waters.

11. In accordance with Env-Wt 307.03(g), the person in charge of construction equipment shall: (1) Inspect such equipment for leaking fuel, oil, and hydraulic fluid each day prior to entering surface waters or wetlands or operating in an area where such fluids could reach groundwater, surface waters, or wetlands; (2) Repair any leaks prior to using the equipment in an area where such fluids could reach groundwater, surface waters, or wetlands; (3) Maintain oil spill kits and diesel fuel spill kits, as applicable to the type(s) and amount(s) of oil and diesel fuel used, on site so as to be readily accessible at all times during construction; and (4) Train each equipment operator in the use of the spill kits.

***MONITORING:***

12. Within 60 days following the completion of the project, a report prepared by a certified professional erosion and sediment control specialist (CPESCo) certified wetland scientist(CWS) that describes the monitoring conducted and date(s) of inspections, and includes photos showing the extent of jurisdictional impacts and describes the stability and status of the stream bed and banks, streambed simulation material, including a description of any necessary adjustments, shall be submitted to the department in accordance with Env-Wt 307.18.

***THIS PERMIT IS SUBJECT TO THE FOLLOWING GENERAL CONDITIONS:***

1. Pursuant to RSA482-A:12, a copy of this permit shall be posted in a secure manner in a prominent place at the site of the approved project.

2. In accordance with Env-Wt 313.0l(a)(5), and as required by RSA482-A:ll, II, work shall not infringe on the property rights or unreasonably affect the value or enjoyment of property of abutting owners.

3. In accordance with Env-Wt 314.01, a standard permit shall be signed by the permittee, and the principal contractor who will build or install the project prior to start of construction, and will not be valid until signed.

4. In accordance with Env-Wt 314.03(a), the permittee shall notify the department in writing at least one week prior to commencing any work under this permit.

5. In accordance with Env-Wt 314.0S(a), the permittee shall file a completed notice of completion of work and certificate of compliance with the department within 10 working days of completing the work authorized by this permit.

6. In accordance with Env-Wt 314.06, transfer of this permit to a new owner shall require notification to, and approval of, the NHDES.

7. The permit holder shall ensure that work is done in a way that protects water quality per Env-Wt 307.03; protects fisheries and breeding areas per Env-Wt 307.04; protects against invasive species per Env-Wt 307.05; meets dredging activity conditions in Env-Wt 307.10; and meets filling activity conditions in Env-Wt 307.11.

8. This project has been screened for potential impact to known occurrences of protected species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or only cursory surveys have been performed, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species. This permit does not authorize in any way the take of threatened or endangered species, as defined by RSA212-A:2, or of any protected species or exemplary natural communities, as defined in RSA217-A:3

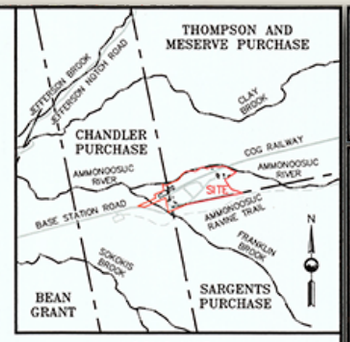
9. In accordance with Env-Wt 307.06(a) through (c), no activity shall jeopardize the continued existence of a threatened or endangered species, a species proposed for listing as threatened or endangered, or a designated or proposed critical habitat under the Federal Endangered SpeciesAct, 16 U.S.C.§1531 et seq.; State Endan-

## GENERAL NOTES:

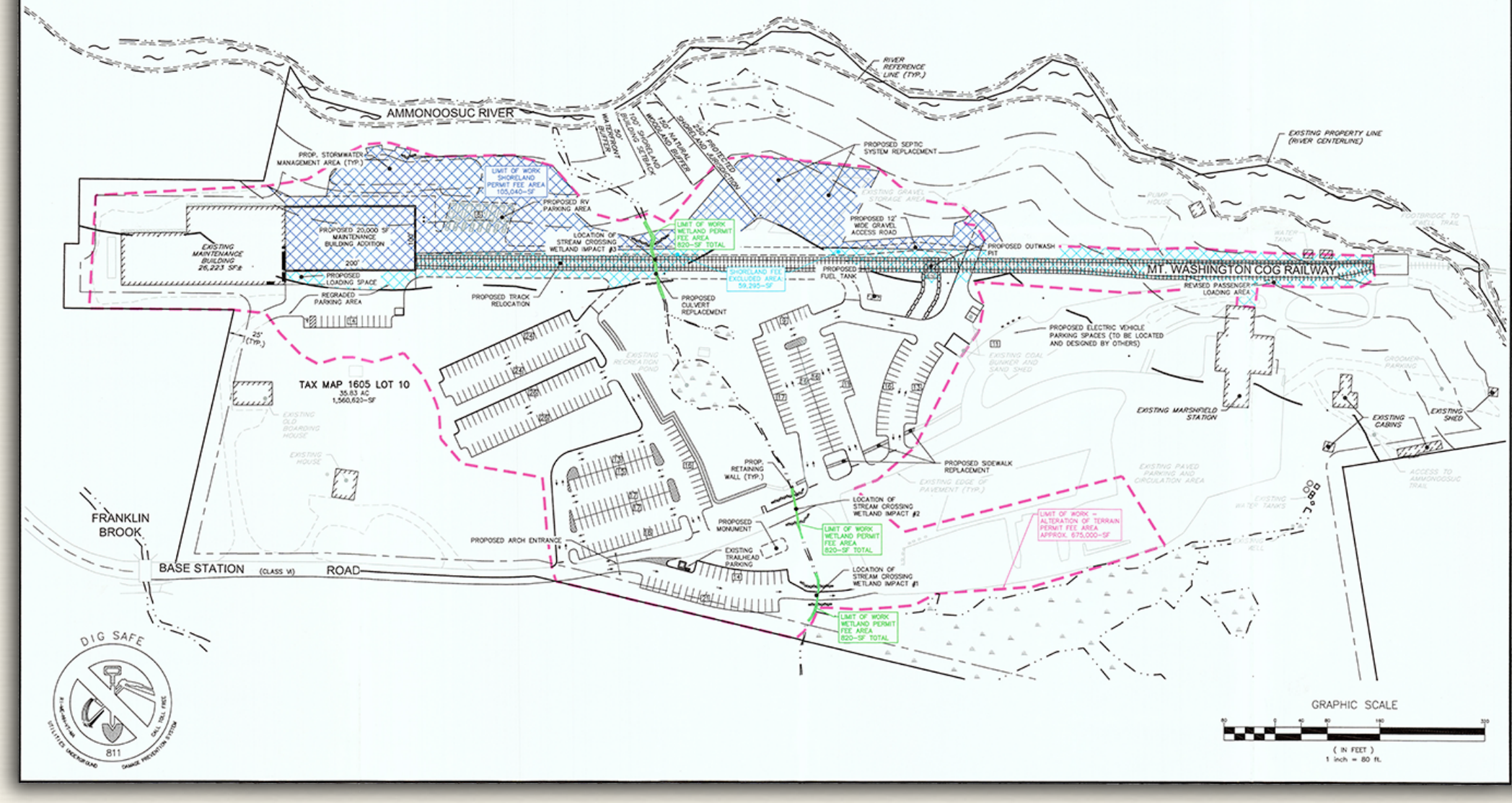
1. THE PURPOSE OF THIS PLAN IS TO ILLUSTRATE LIMITS OF WORK AS THEY PERTAIN TO THE NHDES FEE CRITERIA FOR THE NHDES WETLANDS PERMIT, SHORELAND PERMIT, AND ALTERATION OF TERRAIN PERMIT.
2. WETLANDS PERMIT FEE CALCULATION:
   WETLAND FEE CALCULATION BASIS: $0.40/SF OF NON-DOCKING IMPACTS
   LIMIT OF DISTURBANCE WITHIN JURISDICTIONAL WETLANDS: 820-SF
   820-SF X $0.40/SF = $328.00
   MINIMUM WETLAND FEE = $400.00
   CALCULATED WETLAND FEE = $400.00
3. SHORELAND PERMIT FEE CALCULATION:
   SHORELAND FEE CALCULATION BASIS: $0.20/SF OF DISTURBANCE WITHIN SHORELAND AREA
   LIMIT OF DISTURBANCE WITHIN SHORELAND JURISDICTION: 105,040-SF
   105,040-SF X $0.20 = 21,008.00
   CALCULATED SHORELAND FEE = $21,008.00
4. ALTERATION OF TERRAIN FEE CALCULATION:
   AOT FEE CALCULATION BASIS: DISTURBANCE 600,000 - 699,999, FEE $9,375
   LIMIT OF PROJECT DISTURBANCE: APPROX. 675,000
   CALCULATED AOT FEE = $9,375

## LEGEND

- PROPERTY LINE
- EXIST. EDGE OF PAVEMENT
- PROP. EDGE OF PAVEMENT
- EX. EDGE OF WETLAND
- 50' WATERFRONT BUFFER
- 150' NATURAL WOODLAND BUFFER
- 250' PROTECTED SHORELAND JURISDICTION
- BUILDING SETBACK
- EX. BUILDING
- PROP. BUILDING
- FEE CALCULATION AREA - ALTERATION OF TERRAIN PERMIT
- FEE CALCULATION AREA - WETLAND PERMIT
- FEE CALCULATION AREA - SHORELAND PERMIT
- FEE CALCULATION EXCLUDED AREA - SHORELAND PERMIT




LOCUS MAP
SCALE: ±1"=2,000'




| REVISIONS | | | |
|---|---|---|---|
| No. | DATE | COMMENTS | BY |
| 0 | 06/01/23 | PROJECT SUBMITTAL | KNH |

OWNER/APPLICANT:
MOUNT WASHINGTON RAILWAY COMPANY
3168 BASE STATION ROAD
MOUNT WASHINGTON, NH 03589

GRANITE ENGINEERING
civil engineering • land planning • municipal services
150 Dow Street, Tower 2, Suite 421
Manchester, New Hampshire 03101
603.518.8030
www.GraniteEng.com

STAMP:
STATE OF NEW HAMPSHIRE
BRENTON A. KOLE
No. 14744
08/01/23
LICENSED PROFESSIONAL ENGINEER

LOCATION:
TAX MAP 1605 LOT 10
3168 BASE STATION ROAD
MOUNT WASHINGTON, NEW HAMPSHIRE
COOS COUNTY, UNINCORPORATED PLACES

PROJECT:
***MOUNT WASHINGTON RAILWAY COMPANY***

TITLE:
**FEE CALCULATION EXHIBIT**

| PROJECT No. | DATE: | SCALE: |
|---|---|---|
| 22-0927-1 | JUNE 22, 2023 | HORIZ. 1"=80' |
| SHEET: F1 OF F1 | | |

gered SpeciesConservation Act, RSA212-A; or New Hampshire Native Plant Protection Act, RSA217-A.

10. In accordance with Env-Wt 307.02, and in accordance with federal requirements, all work in areas under the jurisdiction of the U.S.Army Corps of Engineers (USACE)shall comply with all conditions of the applicable state general permit.

APPROVED:

Mary Ann Tilton
Assistant Bureau Administrator, Wetlands Bureau
Land Resources Management, Water Division

**SHORELAND PERMIT APPLICATION**
**MOUNT WASHINGTON RAILWAY COMPANY**
**August 1, 2023**

This is an application for a permit to excavate, fill, construct new structures, or remove structures within the proteted shoreland as regulated under RSA 483-B.

***Provide a concise description of the proposed project:*** The proposed site improvements include railway track relocation and replacement, a 20,000 sf building addition, and various site-wide paving, parking, and circulation improvements. Access to the property will remain unchanged. Stormwater throughout the site will be managed by proposed conveyance swales and stormwater management ponds. The limits of work for this site are within the 250' shoreland jurisdiction for the Ammonoosuc River.

From: Brenton Cole
Sent: Wednesday, August 23, 2023 1:33 PM
Subject: NHB22-3686 - CogSubmittal

Good morning

The Cog Railroad is proposing some site improvements on their property downhill from Mt. Washington. Below is a link to a submittal for NHDESAOT for the Cog Railroad. The NHB was returned with a few plant species uphill of the railroad base station where the work is being proposed. The NHB requested we contact NHB for information on our project. Let me know if you have any questions or comments.

Thank you!

*Brenton Cole*, P.E.
Principal Engineer
State Licenses: NH, ME & MA

**PHOTO #19**




Existing Impervious Cover within Shoreland Jurisdiction (Concrete pad, water pump house, water tank)

RECEIVED
AUG 02 2023
NHDES
LAND RESOURCES MANAGEMENT

From: DNCR:NHB Review
Sent: Tuesday, August 29, 2023 8:06 AM
To: Brent Cole
Subject: RE:NHB22-3686 - Cog Submittal

Hi Brent,

Thank you for reaching out to Natural Heritage Bureau. Based on the provided plans, and aerial overlaid with the limit of work NHB has no further concerns regarding this proposed site improvement. If proposed plans change, please contact NHB.

Best,

*Ashley Litwinenko* Environmental Reviewer
Natural Heritage Bureau (NHB)

**PHOTO #18**




Existing Disturbance (within Shoreland Jurisdiction)

**PHOTO #20**




Existing Impervious Cover within Shoreland Jurisdiction (Concrete pad, water pump house, water tank)

RECEIVED
AUG 02 2023
NHDES
LAND RESOURCES MANAGEMENT

From: Richard Walling
Sent:Tuesday, July 18, 2023 8:45 PM
To:Brenton Cole
Subject: RE: Cog Railroad

Brent - Hopefully you received my previous email. I am still without internet at home.

An email of the application will be fine. However, if there are large scale maps hard copies of the more relevant one would be helpful. If you do present the proposed project at our meeting the larger maps could be brought to the meeting.

Thank you for the offer of presenting the project at our meeting, I think that would be great. I have emailed the other members of the Ammonoosuc River LAC of you offer of presenting on the proposed project at our next meeting which will be August 2 • It can be difficult to have get full participation at our meetings in the summer but I will let you know as I hear back from the members.

*Rick Walling* Chair, ARLAC

**RE: Shoreland Permit Application Revised (NHDES File# 2023-02106)**
**Mount Washington Railway Company**
**October 20, 2023**

State of New Hampshire
Department of Environmental Services

Dear Mr. Day,

Attached, please find the revised project plans and associated documents for the above-referenced project. Specifically, please find the following information:

• A copy of the correspondence between Granite Engineering, LLC and the Ammonoosuc Local River Advisory (LAC) Committee;

• A copy of the correspondence between Granite Engineering, LLC and the Natural Heritage Bureau; and

• A copy of the updated Grading and Drainage Plans

• A copy of the updated Shoreland Plans

We are in receipt of a letter from the State of New Hampshire Department Shoreland Program dated August 31, 2023. This contains comments relative to the Shoreland Permit Application (NHDES 2023-02106) at 3168 Base Station Road - Mount Washington Tax Map 1605 Lot 10. In response to the comments made, we offer the following explanations and/or plan revisions.

***General Comments:***

1. Please provide documentation the Ammonoosuc Local River Advisory (LAC) Committee has been notified in accordance with RSA 483-B:5-b, IV-a. Please provide any comments the LAC may have. (LAC Contact provided for Richard Walling, Chair)

*The Ammonoosuc Local River Advisory (LAC) Committee has been notified. Included within this submittal is a copy of the correspondence between Granite Engineering, LLC and the Chair of the LAC, Richard Walling documenting the electronic submittal as well as postal receipts from the physical submittal.*

2. Please provide any recommendations by the Natural Heritage Bureau.

*A copy of the correspondence between Granite Engineering, LLC and the Natural Heritage Bureau have been included within this submission. The Natural Heritage Bureau had concerns with the proposed development.*

In addition to the comments made by the NHDES Shoreland Program, we have also received comments from the Alteration of Terrain Bureau, requiring changes to the proposed design within the limits of the Shoreland Program's jurisdiction. These changes include a level spreader at the outlet of HW#22 to disperse the peak flow rate discharge from this culvert. Minor modifications were also made to the sand filter, including raising the height of the bottom of the pond and the spillway. For this reason, a copy of the updated Grading and Drainage Plans have been included as a part of this submission.

We trust the noted plan revisions and/or explanations will adequately address the conditions listed above. Should you have any further questions or comments, please do not hesitate to contact this office.

Best Regards,

Brenton Cole, P.E.
*Principal Engineer*

**Revisions to Alteration of Terrain Permit Application**
**October 20, 2023**

Dear Mr. Schlosser,

Attached, please find the revised project plans and associated documents for the above-referenced project. Specifically, please find the following information:

A copy of the revised Alteration of Terrain Permit Application;
Full-sized plan set of the revised Site Plan;

We are in receipt of a letter from the State of New Hampshire Department of Environmental Services, dated October 2, 2023. This contains comments relative to the Alteration of Terrain Permit Application (AoT 230803-168) at 3168 Base Station Road - Mount Washington Tax Map 1605 Lot 10. In response to the comments made, we offer the following explanations and/or plan revisions. We trust the noted plan revisions and/

or explanations will adequately address the conditions listed above. Should you have any further questions or comments, please do not hesitate to contact this office.

**Winter Passenger Service Commences**
**October 31, 2023**

Bulletin Number:
103123

**System Bulletin**
**To:** All Train Crew
**Issued By**: Track ForemanEffective 10/31/23 @ 0700 Hours

Track from Cap 1000 to Cap 516 are removed from passenger service.

Existing speed restrictions remain in effect for all in service sections of track.

*Mark Sodergren* Track Foreman
Mount Washington Cog Railway

**New Hampshire Environmental Services Dept.**
**Mount Washington Railway**
**Alteration of Terrain Permit AoT-2484**
**November 15, 2023**

Mr. Wayne Presby
Mount Washington Railway Company
3168 Base Station Road
Mount Washington, NH 03589
(sent via email)

Based upon the plans and application, approved on November 15, 2023, we are hereby issuing RSA 485-A:17 Alteration of Terrain Permit AoT-2484. The permit is subject to the following conditions:

**PROJECT SPECIFIC CONDITIONS:**

1. The plans titled Mount Washington Railway Company, by Granite Engineering, LLC, last revision date October 20, 2023, are a part of this approval. The project must be constructed as shown on the approved plans.

2. This permit expires on November 15, 2028. No earth moving activities shall occur on the project after this expiration date unless the permit has been extended by the Department. If requesting an extension, the request must be received by the department before the permit expires. The Amendment Request form is available at: https://www.des.nh.gov/land/land-development.

3. In accordance with Env-Wq 1503.21 (c)(1), a written notice signed by the permit holder and a qualified engineer shall be submitted to DES stating that the project was completed in accordance with the approved plans and specifications. If deviations were made, the permit holder shall review the requirements in Env-Wq 1503.21(c)(2).

4. Pursuant to Env-Wq 1504.17, the Permittee shall comply with wildlife protection notes that are incorporated into the project plans, and, if applicable, all recommendations by the New Hampshire Fish and Game Department related to state or federally listed threatened or endangered species that are incorporated into the project plans.

5. The project is to be phased as shown on the plans. Each phase shall be stabilized pursuant to Env-Wq 1505.04 before disturbance of subsequent phases.

**GENERAL CONDITIONS:**

1. Activities shall not cause or contribute to any violations of the surface water quality standards established in Administrative Rule Env-Wq 1700.

2. You must submit revised plans for permit amendment prior to any changes in construction details or sequences. You must notify the Department in writing within ten days of a change in ownership.

3. You must notify the Department in writing prior to the start of construction and upon completion of construction. Forms can be submitted electronically at: https://www.des.nh.gov/land/land- development. Paper forms are available at that same web page.

4. All stormwater practices shall be inspected and maintained in accordance with Env-Wq 1507.07 and the project Inspection and Maintenance (I&M) Manual. All record keeping required by the I&M Manual shall be maintained by the identified responsible party and be made available to the department upon request. Photographs of the site and BMPs must accompany the I&M submittals.

5. This permit does not relieve the applicant from the obligation to obtain other local, state or federal permits that may be required (e.g., from US EPA, US Army Corps of Engineers, etc.). Projects disturbing over 1 acre may require a federal stormwater permit from EPA. Information regarding this permitting process can be obtained at: https://www.epa.gov/npdes/2022-construction-general- permit-cgp.

6. If applicable, no activity shall occur in wetland areas until a Wetlands Permit is obtained from the Department. Issuance of this permit does not obligate the Department to approve a Wetlands Permit for this project.

7. This project has been screened for potential impact to known occurrences of protected species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or have not been surveyed in detail, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species. This permit does not authorize in any way the take of threatened or endangered species, as defined by RSA 212-A:2, or of any protected species or exemplary natural communities, as defined in RSA 217-A:3.

Sincerely,

Michael Schlosser, PE Alteration of Terrain Bureau

# ≺2024≻

## ZONING ORDINANCE
## for the Unincorporated Places of
## Coös County, New Hampshire

adopted 4/20/1991
amended 08/10/2001
amended 02/13/2009
amended 05/17/2010
amended 11/5/2015
amended 10/20/2017

**With 12/11/2023 Amendments for 1/17/2024 Public Hearing**

*Showing proposed additions like this* ~~*and proposed deletions like this.*~~

All inquiries and correspondence regarding these regulations should be addressed to:

**Clerk, Coös County Planning Board**
PO Box 10, W. Stewartstown, NH 03597
603-246-3321

ARTICLE I: TITLE, PURPOSE, GRANT OF POWER AND INTERPRETATION

1.01 Title: This ordinance shall be known and may be cited as the "Zoning Ordinance for the Unincorporated Places of Coös County" referred to herein as "the Ordinance." or "this Ordinance."

2.05 Repair or Removal of Damaged and Unsafe Structures: Any structure damaged by fire, wind or other causes shall be repaired or completely cleared of all debris, and all excavations filled to the ground level within a period of two (2) years unless an extension has been obtained by the Commissioners or designee ~~Planning Board.~~

2.07 Essential Services Exempt: The provisions of this Ordinance shall not apply to customary local utility distribution or collection lines of water, gas, sewerage, electric, cable, internet and telephone services.

2.08 County Expenses: Outside independent review by experts may be required by the Planning Board or Board of Adjustment at any time it is considered necessary. Any such independent review ordered by the Board, even if it is a review of expert opinions offered by persons retained by the applicant, must be paid for by the applicant in accordance with RSA 676:4 and 676:4-b or RSA 676:5. The applicant will be notified of any such expenses prior to the costs being incurred.

ARTICLE III: DEFINITIONS

3.16 Conditional Use Permit: A permit granted by the Planning Board for a specific use identified in this Ordinance as a Use Requiring a Conditional Use Permit or for a reduced setback as provided in Section 6.09, after following the requirements of RSA 676:4 Board's Procedures on Plats, as provided by RSA 674:21 Innovative Land Use Controls.

~~3.20 Deer Wintering Areas: Areas used by deer during winter for protection from deep snows, cold winds and low temperatures.~~

3.29 Dwelling, Multi-Family: A building designed for or occupied exclusively by more than three ~~two~~ (3 ~~2~~) families living independently of one another.

3.61 On Premise Sign: A sign whose message and design relate to an individual business, profession, product, service, event, point of view, or other commercial or non-commercial activity sold, offered, or conducted on the same property where the sign ~~which is located upon the same lot or parcel of real property where the business, facility or point of interest being advertised~~ is located.

3.71 Property Line: Any boundary between parcels of land capable of being owned or leased by different persons or groups of persons.

3.74 Right-of-Way: A strip of land for public access. This includes all municipal, state and federal highways including utility rights-of-way, rights-of-way dedicated to the public use, and rights-of-way shown on recorded subdivision plats, ~~except such rights-of-way which may be designated as private~~.

3.xx Roadway, Public: A public or private street used by the public for access to multiple lots with the potential for separate ownership.

3.80 Setback: shall mean the minimum horizontal distance from the lot line, shoreline or road to the nearest part of the structure including a foundation, covered porch or deck.

3.xx Special Use Permit: A permit granted by the Planning Board for a specific use identified in this Ordinance as a Use Requiring a Special Use Permit, after following the requirements of RSA 676:4 Board's Procedures on Plats, as provided by RSA 674:21 Innovative Land Use Controls.

~~3.86 Special Exception Use: A use which may be allowed by the Planning Board in certain locations within certain specified districts. Such a use, when approved by the Planning Board, shall be construed to be conforming under this Ordinance.~~

3.## Transient: Describes a lodging facility, camp, campsite, or campground , whether rented or owned, not intended for year-round occupancy or as a primary residence.

ARTICLE IV: ESTABLISHMENT OF DISTRICTS

4.02 Division into Districts: The Unincorporated Places of Coös County, New Hampshire are hereby divided into the following zoning districts:

I. Protected Districts: Areas where development would jeopardize significant natural, recreational and/or historic resources, including but not limited to aquifers, floodplains, shorelines, steep slopes, ~~wildlife habitat~~ wetlands and other areas critical to the ecology of these places.

4.03 Protected Overlay Districts (PD):

(a) The purpose of a Protected Overlay District (PD) is to protect certain critical areas from inappropriate land use activities which may degrade their environmental quality.

(b) The following are the Protected Overlay Districts:

- Aquifers (PD1)
- Flood Prone Areas (PD2)
- Critical Wildlife Habitat (PD3) (Eliminated xx/xx/2024) *(Ed note: not adopted 1/17/24)*
- Fish Spawning Areas (PD4) (Eliminated xx/xx/2024) *(Ed note: not adopted 1/17/24)*
- Shorelines of Rivers, Streams, Ponds and Lakes (PD5)
- Steep Slopes & High Elevations (PD6)
- Wetlands (PD7)
- Unusual Area PD8) (Eliminated 01/17/2024)

*4.03B Flood Prone Areas (PD2)*

2. Description: Areas located within the 100- year frequency floodplain as identified by the County Commissioners or designee or Planning Board after consideration of relevant data including, without limitation, identification of areas as flood prone by state and federal agencies, historical data and the NRCS National Cooperative Soil Survey.

3. Land Use Standards:

(a) Uses allowed without a permit: The following uses shall be allowed within a PD2 without a permit ~~from the Board within a PD2~~, provided they are allowed without a permit in the underlying District:

1. Primitive recreational uses, including fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, trapping, tenting and camping at primitive campsites, canoe portaging, cross country skiing and snowshoeing

2. Motorized vehicular traffic on roads
3. Wildlife and fishery management practices
4. Surveying and other resource analysis
5. Exempt signs
6. Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement and search and rescue operations

7. Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies

8. Snowmobiling
9. Agricultural management activities
10. Forest management activities

(b) Uses requiring a permit: The following uses may be allowed within a PD2 upon issuance of a permit from the County Commissioners ~~Board~~ or designee, provided they are allowed in the underlying District:

1. Land management roads, except for water crossings permitted pursuant to RSA 485-A:17 (Terrain Alterations).

2. Signs (Nonexempt)

(c) Uses allowed with a Conditional Use Permit: Other structures, uses, or services which the Planning Board determines are consistent with the purposes of this Protected Overlay District and of the Master Plan and are not detrimental to the resources or uses which they protect which are built to federal floodplain building code standards, provided they are permitted in the underlying District with or without a Conditional Use Permit.

*4.03E Shorelines of Rivers, Streams, Ponds and Lakes (PD5)*

1. Purpose: The purpose of the Shoreline Protected Overlay District (PD5) is not to wholly preclude residential and recreational development on the County's rivers, streams, ponds and lakes but to regulate these areas so that development will be sited and designed in a manner compatible with a reduction and prevention of shoreline erosion, protection of water quality and protection of riparian and aquatic ecosystems, which includes maintenance of a vegetated riparian buffer which has been found to: ~~not degrade the environmental quality of these areas.~~

(a) Restore and maintain the chemical, physical and biological integrity of the water resources;
(b) Provide infiltration of stormwater runoff;
(c) Remove pollutants delivered in stormwater runoff;
(d) Reduce erosion and control sedimentation;
(e) Stabilize lake and stream banks;
(f) Maintain base flow of streams;
(g) Contribute food and habitat for the aquatic ecosystem;
(h) Moderate the temperature of near shore waters
(i) Provide and enhance terrestrial wildlife habitat; and,
~~(a)~~(j) Enhance scenic value and recreational opportunities

2. Description: Areas within one hundred (100) feet of the ordinary ~~normal~~ high water mark or reference line along i) second (2nd) order and higher streams, ii) lakes and ponds ten (10) acres and larger, and iii) ponds of any size that contain the channel of a second order or higher stream or are part of a wetland 10 acres or larger in size.

3. Land Use Standards:

(a) Uses allowed without a permit: The following uses shall be allowed within a PD5 without a permit ~~from the Board within a PD5~~, provided they are allowed without a permit in the underlying District:

1. Primitive recreational uses, including fishing, hiking, hunting, wildlife study and photography, trapping, tenting and camping at primitive campsites, canoe portaging, cross country skiing and snowshoeing

2. Motorized vehicular traffic on existing roads
3. Wildlife and fishery management practices
4. Surveying and other resource analysis
5. Exempt signs
6. Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement and search and rescue operations

7. Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies

8. Snowmobiling
9. Land management roads except for water crossing permitted pursuant to RSA 485-A:17 (Terrain Alterations)

10. Agricultural management activities 11. Forest management activities

11. Forest management activities

(b) *Uses requiring a permit:* The following uses may be allowed within a PD5 upon issuance of a permit from the County Commissioners ~~Board~~ or designee, provided they are permitted in the underlying District:

1. Signs (Nonexempt)

(c) Uses allowed with Conditional Use Permit: Other structures, uses or services which the Planning Board determines are consistent with the purposes of this Subdistrict and of the Master Plan and are not detrimental to the resources or uses which they protect, provided they are permitted in the underlying District with or without a Conditional Use Permit.

(e) PerformanceStandards:

1. Within the PD5, all activities and any disturbance of land, including those allowed without a permit, those requiring a permit and those allowed with a Conditional Use Permit, shall be sited, designed and constructed in such a way as to minimize shoreland erosion, protect water quality and minimize detrimental impacts to riparian and aquatic ecosystems.

2. Within 50 feet of the ordinary high water mark or reference line, pesticides may only be applied by a professional licensed for pesticide application by the State of New Hampshire.

3. Within twenty-five (25) feet of the ordinary high water mark or reference line, there shall be no structures constructed or placed, no removal of vegetation including natural ground cover, and rocks and stumps and their root systems shall be left intact in the ground, except as otherwise provided for below.

i. A property owner may remove, or may have removed, any dead, diseased, or unsafe trees, limbs, saplings, or shrubs provided reasonable care is taken to prevent damage to surrounding healthy vegetation, minimize damage to ground cover, and prevent soil erosion and sedimentation to the water body.

ii. Normal trimming, pruning, and thinning of branches to the extent necessary to maintain the health of the planted area as well as to protect structures, maintain clearances, and provide views is permitted provided such activity does not endanger the health of the plant.

iii. A water dependent recreation structure, such as dock, wharf, pier, breakwater, or other similar structure may be constructed as permitted by NH Department of Environmental Services (NHDES) when associated with an allowed use.

iv. Water dependent utilities, such as hydroelectric facilities, surface water supplies, or sewage treatment facilities with surface water discharges, may be constructed as permitted by NHDES if granted a Conditional Use Permit by the Planning Board.

v. The construction, repair, or maintenance of streets, roadways or other access ways, including driveways, footpaths, bridges, and utility corridors, may be undertaken if associated with an allowed use and essential to the productive use of the land to be accessed or for connection with transportation or trail networks.

vi. A permanent 6-foot wide foot path and/or steps are allowed to access any docks, beaches, structures, existing open areas, and the water body, configured in a manner that will not concentrate stormwater runoff or contribute to erosion.

vii. Stream crossings necessary for forest management are allowed, including the transportation of forest products, in conformance with NHDES regulations and Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire (NH Department of Natural and Cultural Resources, latest edition).

viii. Owners of lots and holders of easements on lots that were legally developed prior to the adoption of this amendment may maintain but not enlarge cleared areas, including but not limited to, existing lawns, gardens, landscaped areas, beaches, and rights-of-way for utilities, transportation, and access, and may repair existing structures. Conversion to or planting of cleared areas with non- invasive species of ground cover, shrubs, saplings, and trees is encouraged but shall not be required.

`3. No fertilizer may be applied within 25 feet of the ordinary high water mark or reference line.

*4.03F Steep Slopes & High Elevations (PD6)*

1. Purpose: The purpose of the Steep Slopes & High Elevations Protected Overlay District (PD6) is to regulate certain land use activities in mountain areas in order to preserve the natural equilibrium of vegetation, geology, slope, soil and climate in order to reduce danger to public health and safety posed by unstable mountain areas, to protect water quality and to preserve mountain areas for their scenic values and recreational opportunities.

2. Description:

( a) Areas above 2,700 feet in elevation; or

b) Slopes in excess of 60 percent (31 degree angle) over ten (10) contiguous acres.

3. Land Use Standards:

(a) Uses allowed without a permit: The following uses shall be allowed within a PD6 without a permit ~~from the Board within a PD6~~, provided they are allowed without a permit in the underlying District:

(b) Uses requiring a permit: The following uses may be allowed within a PD6 upon issuance of a permit from the County Commissioners ~~Board~~ or designee, provided they are permitted in the underlying District:

(c) Uses allowed with Conditional Use Permit: Other structures, uses or services which the Planning Board determines are consistent with the purposes of this Subdistrict and of the Master Plan and are not detrimental to the resources or uses which they protect, provided they are permitted in the underlying District with or without a Conditional Use Permit.

*4.03H ~~Unusual Area (PD8)~~*

~~1. Purpose: The purpose of the Unusual Area Protected Overlay District (PD8) is to protect areas of significant natural, recreational, historic, scientific or aesthetic value which are susceptible to significant degradation by man's activities and for which protection cannot adequately be accomplished by inclusion in any of the other Districts.~~

~~2. Description: Areas identified by the Board as important in preserving the historic, scenic, scientific, recreational, aesthetic or water resources of the Unincorporated Places and shown on the most recent Coös County Land Use Guidance Map. Areas identified as PD8 have special land management requirements which cannot adequately be accomplished within another District. PD8 may include, but is not limited to, historic or archaeological sites or structures, scientific phenomena, natural areas, or important water supply sources.~~

~~3. Land Use Standards:~~

~~a) Uses allowed without a permit: The following uses shall be allowed without a permit from the Board within a PD8, provided they are allowed without a permit in the underlying District:~~

~~1. Primitive recreational uses, including fishing, hiking, hunting, wildlife study and photography, wild crop harvesting, trapping, tenting and camping at primitive campsites, canoe portaging, cross country skiing and snowshoeing~~

~~2. Motorized vehicular traffic on existing roads~~

~~3. Wildlife and fishery management practices~~

~~4. Surveying and other resource analysis~~

~~5. Exempt signs~~

~~6. Emergency operations conducted for the public health, safety or general welfare, such as resource protection, law enforcement and search and rescue operations~~

~~7. Trails, provided they are constructed and maintained so as to reasonably avoid sedimentation of water bodies~~

~~8. Snowmobiling~~

~~(b) Uses allowed requiring a permit: The following uses may be allowed within a PD8 upon issuance of a permit from the Board or designee, provided they are permitted in the underlying District:~~

~~1. Agricultural management activities~~

~~2. Forest Management activities~~

~~3. Land management roads except for water crossing permitted pursuant to RSA 485-A:17 (Terrain Alterations)~~

~~4. Signs (Nonexempt)~~

~~(c) Uses requiring a Conditional Use Permit: Other structures, uses or services which the Board determines are consistent with the purposes of this District and of the Master Plan and are not detrimental to the resources or uses which they protect, provided they are permitted in the underlying District with or without a Conditional Use Permit.~~

~~(d) Prohibited Uses: All uses not expressly allowed, with or without a permit or by a permit or Conditional Use Permit, shall be prohibited in a PD8.~~

ARTICLE VI: DIMENSIONAL REQUIREMENTS

The following dimensional requirements shall apply to all lots on which the building development is proposed unless otherwise provided by other subsections.

*6.06 Minimum Setbacks:*

(a) The minimum setbacks for all new structures other than fences, and additions to existing structures shall be:

~~1. Shorelines: one hundred (100) feet~~

~~2~~ 1. Streets: seventy-five (75) feet from the edge of the right-of-way

2 ~~3~~. Side and rear lot line: twenty-five (25) feet

~~(b) The shoreline shall be the normal high water mark of an inland wetland or other surface water.~~

(c) These requirements apply to any privately or publicly owned road that is used for public access.

~~(d) With respect to garages accessory to residential uses, the minimum road setback shall be seventy-five (75) feet.~~

*6.09 Flexibility in ~~Exceptions to~~ Dimensional Requirements:*

(a) In conjunction with granting a Conditional Use Permit for a cluster development or multi-family attached housing, the Planning Board may reduce shoreline and/or road frontage requirements by an amount it deems appropriate, but not more than 50%.

(b) The dimensional requirements applicable to a Planned Unit Development shall be established by the Planning Board.

(c) The Planning Board may grant a Conditional Use Permit to allow a reduction to the road setback requirements ~~A Special Exception may be made to the shoreline and/or road setback requirements~~ for buildings where the ~~Zoning~~ Board ~~of Adjustment~~ finds that:

1. such buildings must be located near to the shoreline or road due to the nature of their use; or

2. there is a concentration of other similar legally existing buildings in the immediate vicinity which are located nearer to the shoreline or road than the setback requirements allow. No exceptions will be granted unless the applicant shows that the siting, color, configuration, height, size and other design elements of such buildings will fit harmoniously into the surrounding natural and manmade environment, and that the construction and use of such buildings will not adversely affect the maintenance of the road or safety of its users ~~water quality.~~

(d) The Planning Board may grant a Conditional Use Permit to allow a reduction to the side or rear setbacks for additions to existing structures when all of the following conditions apply:

1. All possible alternatives which would comply with the usual required setbacks have been considered and are not practicable.

2. The reduction will result in a setback no smaller than five (5) feet.

3. The reduced setback will not be detrimental to the use and enjoyment of abutting property or cause a nuisance or hazard due to proximity to existing buildings, or impacts such as noise, odors, vibration, lighting, glare, visual impacts, or interference with use of on-site solar or wind energy.

4. No increased stormwater runoff onto the abutting property will result.

(e) The Planning Board may grant a Conditional Use Permit to allow a reduction to the rear or side setback for structures that abut land that is expected to be permanently in an undeveloped state due to the nature of its ownership or deed restrictions provided that all of the following conditions are met:

1. The entire lot line of the applicant to which the reduced setback would apply abuts the permanently undeveloped land.

2. The reduction results in a setback no smaller than five (5) feet.

3. The current owner of the abutting land grant does not provide an objection to the reduction to the Planning Board at or before the public hearing held on the matter.

*(Editor's Note: The above are excerpts from the 53-page document discussed at the Coös County Planning Board's January 17, 2024 meeting. The changes would allow the Mount Washington Railway petition for and receive a five (5) foot setback along its track right of way, including the proposed site of Lizzie's Station. The Coös County Delegation had approved the proposed revisions to the Coös County Zoning Ordinances at a March 18,, 2024 meeting.. The approval left only revisions to PD3/PD4 sections of the Zoning Ordinance to be settled. )*

## Maintenance Facility Certificate of Occupancy
## March 11, 2024

The Mt. Washington Cog Railway began moving into its new maintenance facility in late February 2021. The new $3 million all-metal maintenance building boasts 34,000 square feet of space: 26,000 square feet on the ground level and 8,000 square feet on the mezzanine. It was officially dedicated on June 21, 2021 when it hosted a special employee Cog party. The locomotives were parked and maintenance was performed in the facility during the winter of 2021-2022. The Mount Washington Commission held its regular meeting at the facility on March 2, 2022. New steel rail sections for the shuttle track project began to be fabricated in the building in May. After some problems with the ventilation system and sprinkler system layout were corrected, the State

## Documents - 2024

Fire Marshall's office finally granted a certificate of occupancy to use the building three years after the Cog moved into their new shop.

Robert L. Quinn
Commissioner

# State of NewHampshire

DEPARTMENT OF SAFETY

***Division of Fire Safety***

***Office of the State Fire Marshal***

**Office:** 110 Smokey Bear Boulevard, Concord, NH 03301
**Mailing Address:** 33 Hazen Drive, Concord, NH 03305
**Telephone:** 603-223-4289 • **Fax:** 603-223-4294
www.nh.gov/firesafety

Sean P. Toomey
State Fire Marshal

## CERTIFICATE OF OCCUPANCY

**CERTIFICATE #: 03112024**

To Whom It May Concern:

The building described below has met the requirements set forth in the New Hampshire State Fire Code (RSA 153:1) and the New Hampshire State Building Code (RSA 155-A:1) and is hereby-deemed fit for occupancy as described below:

**BUILDING NAME**: Mount Washington Cog Railway, Maintenance Facility

**LOCATION**: 3168 Base Station Road

**TOWN/CITY**: Mt. Washington, NH 03589

**OWNER**: Mount Washington Cog Railway
3168 Base Station Rd.
Mt. Washington, NH 03589

**OCCUPANCY:** Maintenance Garage

**DATE ISSUED**: March 11, 2024

**Permits #** N/A

This certificate is good indefinitely unless revoked for just cause. This certificate of occupancy is good only for the building named above and for the occupancy classification named above. Any change in the occupancy use group will render this certificate null and void requiring the applicant to reapply for another certificate of occupancy. This certificate indicates that the building as designed and constructed met the applicable codes on the date issued. It does not, in any way, indicate that the building meets the N.H. State Fire Code as operated. Building owners and operators should have their buildings inspected by the proper authorities on a regular basis to ensure a proper degree of fire and life safety protection.

Mitchell W. Cady
Deputy State Fire Marshal

***Saving lives and property through education, engineering and enforcement***

**Mt. Washington Cog Railway**
**Track and Trestle Safety Standards**
**As Revised March 14, 2024**
**NHDOT Rail Safety**

**Section**

***1. Cog Rack:***

A. There shall be at least three- and three-quarter inches (3¾ “) between Up-Mountain spool faces.

B. There shall be no more than four- and three-quarter inches (4¾“) between Up-Mountain spool faces.

C. The rack shall be bolted on alternating ties or at least every thirty-six inches (36”)

D. Rack Joint mismatch shall not exceed three eighths of one inch (3/8”)

E. The top of any spool may not exceed three quarters of one inch (3/4”) plus or minus the top of the rail.

F. No spool shall be worn in excess of forty percent (40%) of its original diameter.

G. There shall be no spools turning in the rack

H. Cracks that extend through the corner radius of the angle iron is not permitted and if found shall require immediate repair or rack replacement immediately.

***2. Rails:***

A. The gage shall be no more than twenty-six and three quarters inches (26¾“) and no less than twenty-five inches (25”) measured from the inner edge of the angle iron of the rack to the gage side of the rail.

B. There shall be no gap more than two inches (2”) between any two (2) Jointed rails.

C. Any rail with a piece broken out of the head shall be repaired immediately by either cutting in a piece or completely changing the rail.

D. Cracked rails will be replaced or have remedial action joint bars applied immediately to isolate and secure the defective area.

***3. Rail Joints:***

A. All rails will be connected by a pair of joint bars of a structurally sound design and dimension for the rail on which it is applied.

B. Between the inner most holes, joint bars shall not be cracked or broken, center cracked or broken joint bars shall be replaced.

C. There shall be one (1) bolt per rail minimum at each rail joint.

D. Each joint bar shall be held by track bolts tightened to firmly support and maintain the alignment of abutting rail ends.

E. Each joint bar will have either one (1) side bole and one (1) lag on opposite sides or two (2) lags on opposite sides.

F. Each rail joint shall be supported by a non-defective tie and tie plate with in twelve inches (12”) on either side of the rail joint.

***4. Alignment:***

A. The deviation of the mid off-set from a twenty-four-foot (24’) line on both tangent and curved track shall not be more than 5 inches (5”)

***5. Track Profile & Surface:***

A. Profile in the rack or either rail shall not deviate more than two inches (2”) in any twenty-four feet (24’)

B. There shall not be more than two- and one-half inches (2 ½") of super elevation in any curved section of track.

C. Cross level deviation at any point on tangent or reversed elevation on curves shall not be more than two- and one-half inches (2 ½")

***6. Rail Fasteners***

A. The rail shall be spiked, bolted or lagged every thirty-six inches (36") at minimum, on both field and gage sides.

B. Any spike, bolt or lag that is loose or ineffective will be considered missing.

C. Any "e" clip shoulder weld that is cracked or broken shall be repaired or replaced with a non-defective plate.

***7. Timber Condition:***

A. Timber must not be hollow, split or horizontally crushed more than twenty percent (20%)

B. All bents over seventy-two inches (72") high will have lateral braces.

C. All bents over seventy-two inches (72") high will have longitudinal braces on each side and in each direction where practical.

D. All bents over thirty-six inches (36") high will have batter posts.

E. There shall be at least three (3) non-defective attached ties per twelve feet (12') of track.

***8. Crossties: (on the ground)***

A. There shall be four (4) non-defective crossties every twelve feet (12') of track.

***9. Ballast:***

A. Ballast for on the ground track structure shall be of proper material to promote the proper drainage of water and moisture away from the track structure.

B. Ballast for on the ground track structure shall be of proper material as to hold, stabilize and maintain the track geometry.

***10. Vegetation:***

A. Vegetation shall be maintained so as not to: hinder the inspection of the track structure, inspection of passing rolling stock from a safe distance from the tracks, become a fire hazard or obstruct drainage carrying devices or water bars.

***11. Drainage:***

A. Drainage or water carrying devices shall be maintained and kept free of debris and vegetation to maintain proper transportation of water away from the track structure.

***12. Steel Bents:***

A. Steel bents shall meet a design approved by the NH DOT and of at least the strength of a new wooden bent construction standards in use at the Cog Railway in 1989.

B. All joints shall be fully bolted or welded.

C. All bolts shall be of approved hardness, and size as those in A.

D. All bolts shall be kept tight

E. Cracks in any part of the bent shall not be allowed.

F. In areas where steel bents are installed adjacent to wood bents and longitudinal bracing is required, bracing shall be installed and fastened to adjacent wood bent.

***13. Inspection of Hydraulic Switches:***

A. Switch shall be cycled through its full range of travel (from normal to diverting route and back) as part of the inspection.

B. Mismatching of rack or running rail at any transition point shall not exceed three eighths of one inch (3/8")

C. All bolts shall be intact and tight.

D. Hold down bolts on transition plates must be intact and tight.

E. Snap rings holding actuation linkage pins must not be worn or missing.

F. Any cracks in welds or structures will be repaired in accordance with the Repair Priority Code assigned.

***14. Track Inspection:***

***Track Inspector & Form***

A. The General Manager shall establish and maintain a current roster of designated Track Inspectors including their basis for qualification. Newly qualified inspectors may be added at any time.

B. The Railway shall provide an Inspection form for use by the inspector. All deviations from these standards shall be listed on this form. Other defects or items of concern shall also be included.

C. All forms shall be dated and signed by the inspector.

***Frequency & Manner***

A. If a track section is removed from passenger service for seasonal purposes, all components shall be fully inspected by the Railway and NH-DOT inspectors prior being placed back into passenger service.

B. All tracks shall be inspected at a minimum frequency of every two (2) weeks.

C. During the months of October, November, December, January, February, March and April these inspections may be done by either walking or riding. During the months of May, June,

D. July, August and September these inspections may be performed by either one (1) walking and one (1) riding or two (2) walking inspections.

E. All switches shall be walked monthly.

F. A walking inspection shall consist of an assessment of all components of the track and trestle listing all defective conditions on the inspection report.

G. Track sections may be inspected separately and on different days.

H. These bi-weekly inspections will be conducted with at least six (6) calendar days interval between inspections but not to exceed seventeen (17) calendar days without completion.

***The Track Inspection form shall include:***

A. The date of inspection.

B. The section inspected.

C. The location of the defect.

D. A description of the defect.

E. A repair priority code assigned to each listed defect.

F. The signature of the Inspector.

***15. Repair Priorities:***

A. Codes

1. Repair before the next train is allowed to pass over defective condition.

2. Repair before the commencement of the next day's operation

3. Repair within ten (10) calendar days while monitoring as to assure condition does not degrade to a greater hazard.

4. Repair at the earliest opportunity.

B. Repairs coded 1,2 or 3 that are not completed within the prescribed time allotment will be considered willfully neglected and subject the Railway to an order to cease operations until such repairs are completed.

C. In the event an order to cease operations is issued, under the criteria outlined in the previous section (B), and inspection by the NH DOT will be required prior to resuming operations.

D. By assigning priority codes 2,3 or 4 the inspector, by signing the inspection report, has determined it safe to pass trains over the defective condition for the duration of time specified in each priority code.






**ZONING ORDINANCE**
**for the Unincorporated Places of**
**Coös County, New Hampshire**
**Planning Board Minutes**
**March 20, 2024**

Jake DeBow, Fish & Game Regional Wildlife Biologist, presented PD3/PD4 recommendations to the Planning Board. He began by providing some highlights from the Master Plan:

1. Support land use activities that protect habitats, including deer wintering areas, bird nesting sites, ecosystems, food sources and other life requisites for wildlife species.

2. Administer zoning and regulatory programs to protect wildlife habitat in a fashion which is balanced, sustainable through time and reasonably considers the management needs and economic constraints of landowners.

3. Support land use activities that protect habitats for fish spawning, nursery, feeding and other life requisites for fish species.

4. Work directly with the NH Fish & Game Department to protect and manage the wildlife resources of the state.

Zoning in the Unincorporated Places was established by the Planning Board in 1990 which included Protected Districts (PD zones) PD3 Critical Wildlife Habitat and PD4 Fish Spawning Areas. PD4 was established to protect the last migratory population of native brook trout in the state. PD3 had some of the first wildlife and habitat specific zoning in the state. Present day it is still one of the strongest wildlife-based zoning in New Hampshire.

***Current PD3 specifics*** included:

- 400 ft buffers on the Dead Diamond, Swift Diamond, Molledgewock Brook, Bog Brook, Androscoggin and Stearns Brook.
- 7,942 acres in the four Unincorporated Places of Atkinson & Gilmanton Academy Grant, Second College Grant, Cambridge and Success.

Some examples of current verbiage

- PD4 – permit required for certain uses within PD4.
- PD3a – critical wildlife habitat (no harvest permitted).
- PD3b – 200' buffer from edge of PD3a.
- PD3c – 201' to 400' buffer from edge of PD3a.

Some problem statements:

- PD4 – not established.
- PD3 – Complex and Unenforceable.
    - o Verbiage of a/b/c/zones is three pages of text and can be confusing.
    - o Basal area rules, size of openings and rotation intervals within the different a/b/c zones are difficult to measure as well as largely unenforceable. o Inconsistent with RSA674 :1.

Mr. DeBow suggested establishing the following goals:

- Simplify and create enforceable language.
    - Use original focal species and purpose in any updates.
    - Apply modern science and up to date research.
    - Connect the dots – leverage PD zones to bolster landscape level habitat protection projects in Coös County.

Explore/simplify solutions:

- Combine PD4 and PD3 into Critical Fish and Wildlife Habitat.
- Remove PD3/a/b/c zones in exchange for simple Riparian Management Zone.
- Change from 400 ft critical habitat to 300 ft management zone.

- Locate management zone from top of bank.
- Standardize based on stream orders in critical watersheds.

Exploring Solutions – Enforceability:

- Use PD6 verge as an outline.
- Retain permit system with Commissioners.
- Would allow for county enforcement to remain consistent between PD zones and other zoning rules.

Recommended revisions included focus on softwood travel corridors to ensure boreal habitats for wide ranging species; focus on known critical trout spawning streams from 2012 and 2017 radio telemetry studies; and take modern protection into account and focus PD3 efforts on providing connectivity between federal ownership, state ownership and conservation easements. He recommended repositioning the standardized approach and increasing acreage from 8,000 to 9,500.

***Discussion:*** Tara Bamford noted the following for the Board:

What is the overall Board support of a new proposed area.

Is the Board comfortable with 300' setback on streams? Several structures would fall within the zone, vegetative buffer. Any timber management within the 300' would require a Fish & Game consultation. The Board would need to have conversations regarding permits and what would be needed from Fish and Game relating to the consultations.

Commissioner Gorman stated that rules need to be established for the Commissioners to follow. County Administrator Brady stated that the fundamental issue is that the County needs to retain rights of jurisdiction.

Ms. Bamford stated that it is a process, a consultation with Fish & Game. County Administrator Brady noted that technically Tara is correct, but it may not always work that way. There could be a day where no one gets along. The county could be opening itself up to being leveraged by outside forces.

Mike Waddell stated that the process needs to be written as advisory role. If it doesn't work, it can be revisited. The landowner can use the free advice from the state biologist. Tara asked if it is only a consultation why is the county's zoning ordinances needed. Can't the state biologist just reach out to the landowner?

Jake DeBow replied that the process shows the importance of wildlife habitat by the county; and puts Fish & Game on the ground with the foresters. It is up to Fish & Game to bolster up the relationship.

Paul Grenier stated that this needs to be discussed further to make it right. Mike Ouellet noted that this will involve three entities: Fish & Game, the County Commissioners and landowners. The landowners should be invited to a meeting to discuss further.

Jake DeBow asked how development would be handled. Are there land use practices to be followed? The master plan states that fish and wildlife habitat is important. Tara replied that those were all questions that need to be discussed.

The Chair stated that the landowners will be invited at some point to discuss the proposed changes. Tara stated the Planning Board should come up with a bullet point policy and worry about language after.

Commissioner Gorman noted that the Commissioners have final say. The proposal makes sense more than the setbacks enforcement.

Mike Waddell asked in which areas of these maps are there potential development conflict.

The Chair requested that Tara provide bullet point topics that the Board needs to discuss for the next meeting. *(April 17, 2024)*

**ZONING ORDINANCE**
**for the Unincorporated Places of**
**Coös County, New Hampshire**
**Planning Board Minutes**
**April 17, 2024**

Chairman Scott Rineer noted that the meeting would be a work session or discussion amongst the Board on the PD3 and PD4 zoning amendments.

Following presentations by James Oehler on the development potential of the proposed habitat overlay and Dianne Timmins on the uniqueness of the brook trout habitat in Coös County, the Board discussed whether to move forward with retaining some kind of the PD3/4 along the lines of Fish & Game's proposal. There was consensus among Board members that there should continue to be a habitat overlay district generally following Fish & Game's proposal. There was also consensus that development activities in this Protected District should require a Conditional Use Permit from the Planning Board similar to the other sensitive area Protected District overlays.

There was agreement that when consultation with Fish & Game is required prior to, e.g., logging, there should be a deadline beyond which the landowner does not need to wait for Fish & Game to do a site visit before being able to apply for a zoning permit. It was agreed that in the case of Conditional Use Permits, the input from Fish & Game will inform the Board as it reviews and develops conditions for the permit. Several Board members expressed an opinion that it is very important for the decision to remain with the landowner or County and for Fish & Game input to be advisory only. It was agreed that a standardized form to append to the ordinance and an MOU between the County and Fish & Game will be needed.

Existing camps such as the Dartmouth College camps were discussed and it was explained that they are grandfathered.

Next steps discussed included refining the development potential analysis - Tara *(Bamford)* will follow-up with Jake *(DeBow)* on this - and Tara will also run the direction the Board is going by counsel to make sure she doesn't see any red flags before providing some draft text in time for discussion at the May meeting. When the Board has had a chance to consider the draft and have it revised as desired, landowners may be invited to a Planning Board meeting to hear their thoughts on development potential and whether they have any concerns. The next meeting is scheduled for May 15, 2024 @ 6:00 p.m. in Lancaster, NH.

**ZONING ORDINANCE**
**for the Unincorporated Places of**
**Coös County, New Hampshire**
**Planning Board Minutes**
**May 15, 2024**

Chairman Scott Rineer returned to the meeting at 7:22 p.m.

***ZONING AMENDMENTS:***

a. Discuss first draft PD3/4 language from Tara. Bamford: Board member Ericka Canales inquired about the statement on the proposed application FOR USES REQUIRING A CONDITIONAL USE PERMIT, ANY RECOMMENDATIONS RECEIVED FROM NH FISH AND GAME MUST BE FILED WITH THE APPLICATION. Would there ever be a time that this would not be necessary or will this form always be required? Ms. Bamford explained that logging will be a permitted use and applications will come to County Commissioners. The Planning Board cannot regulate logging. IF there is an application for development, that will need a conditional use permit from the Planning Board. All development in this district will need a conditional use permit. Administrative assistant Linda Harris will be distributing the application with the zoning application.

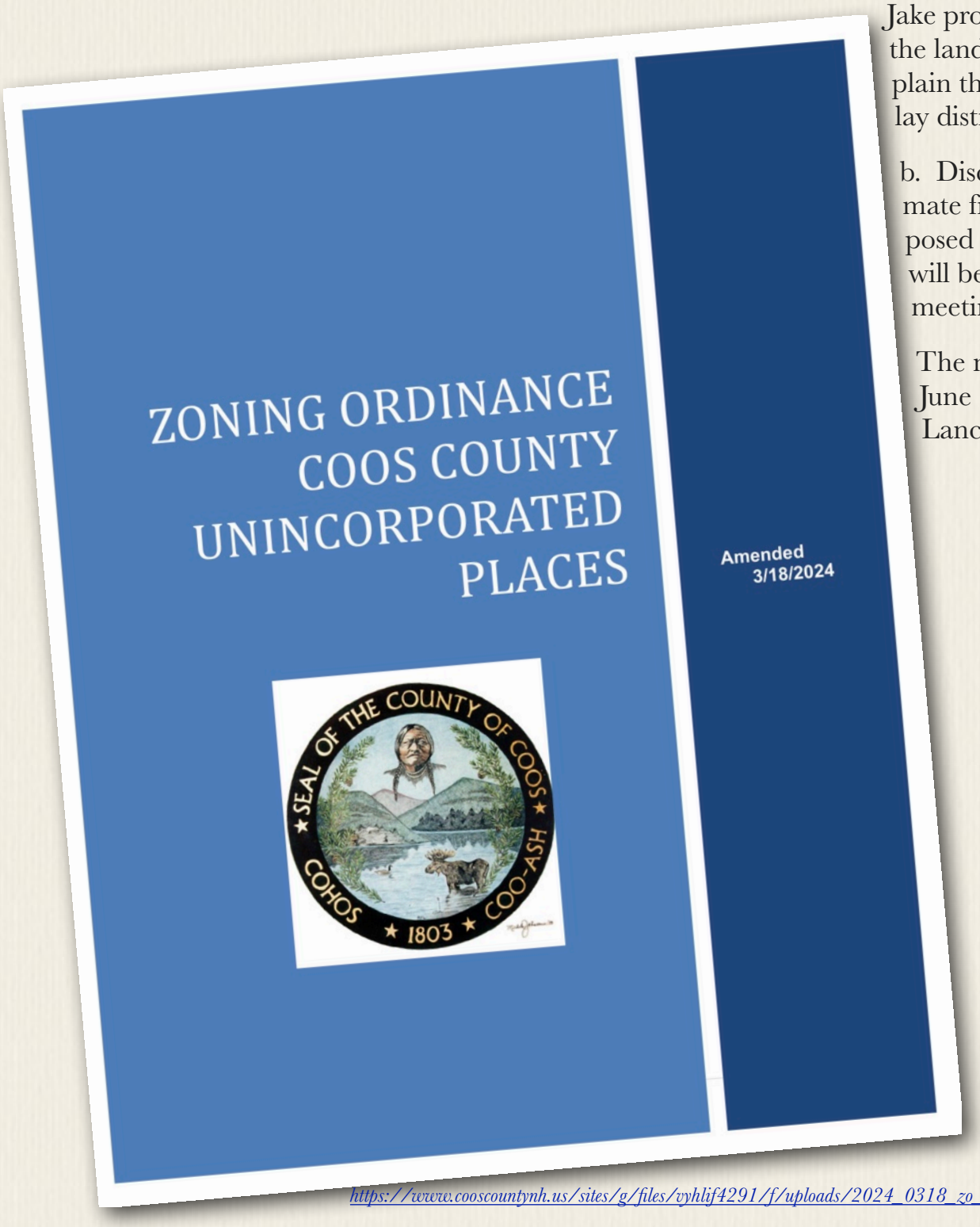
There was discussion on the minimum of days that NH Fish and Game may respond.

Mr. Thomas McCue *(Board member)* inquired about the issue of enforcement. If violations are reported and do not follow through with the NH Fish & Game recommendations, would the enforcement fall back on the County? Tara recommended an MOU between NH Fish and Game and the County whereas Fish & Game would agree to help out. The landowner has a right to refuse the site visit. The MOU should be approved on the same day as the proposed changes in the zoning ordinances.

Mr. McCue noted that he appreciated all of the information provided for this month's meeting. It was very helpful in reviewing at the meeting.

Leon Rideout *(alternate board member)* asked how enforceable this process will be if Fish and Game are not available. Vice Chair Mike Waddell replied that it allows Fish and Game to interact with targeted landowners. It sets up a process for that action. There is nothing to enforce. Mr. McCue stated that conditions may be instilled when requesting a conditional use permit. Tara also noted that logging in these specific areas will also require landowners to give Fish and Game an opportunity to review and make recommendations but that they will just be recommendations, not conditions to enforce.

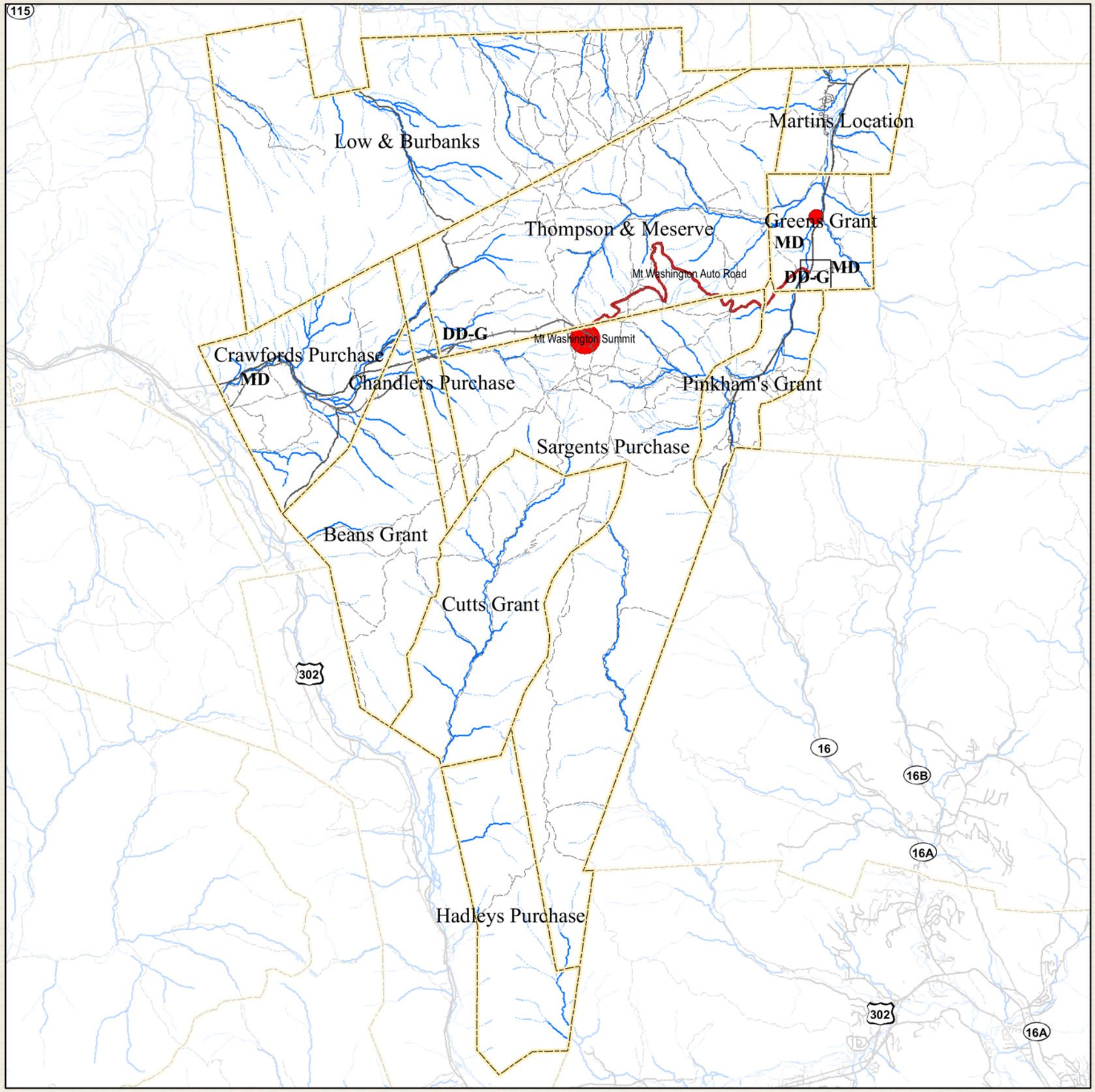
Tara noted that the next step would be to invite the landowners who will be affected by the changes. The Chair asked if the members were in agreement that the landowners should be invited. Tara stated that since a lot of the work will fall on Linda and Jake(Mark Brady) to prepare it might be best to plan on the July meeting. The Board agreed to invite the landowners to the July meeting. Tara also suggested that the Board request that Jake provide background information to the landowners at the meeting to explain the reasoning behind the new overlay district.




https://www.cooscountynh.us/sites/g/files/vyhlif4291/f/uploads/2024_0318_zo_as_amended.pdf

b. Discuss revised buildable land estimate from NH Fish & Game. The proposed areas were discussed. The maps will be made available for the July meeting.

The next meeting is scheduled for June 19, 2024 @ 6:00 p.m. in Lancaster, NH.




## COOS COUNTY
## LAND USE GUIDANCE MAP:

This map is intended for zoning purposes only. Unless otherwise indicated, the Unincorporated Places displayed are Non-jurisdictional (NJD).

Zoning Districts
- PD8 (unusual areas)

- Town boundary
- State or Local Road
- Class 5/6 Road or Trail
- Railroad
- Stream or Shoreline

MD Management District
DD-G Development District - General

PD1- Aquifer and drinking water source data available (Not shown)
PD2 - Flood prone areas: FEMA 100-year flood data available (Not shown)
PD3 - Critical wildlife habitat digitized from 1990 100,000-scale Coos County land use guidance maps.
PD4 - Fish spawning areas: not visible on 1990 100,000-scale Coos County land use guidance maps.
PD5 - Shorelines of rivers, streams, lakes, ponds (as shown on 1990 maps)
PD6 - Steep slopes and high-elevation areas derived from 30-meter USGS elevation data.
PD7 - Wetlands (as shown on 1990 maps)
PD8 - Unusual areas digitized from 1990 100,000-scale Coos County land use guidance maps.

Most data presented on this map represent stock data sets obtained from NH GRANIT, at Complex Systems Research Center, UNH. CSRC, under contract to the NH Office of Energy and Planning (OEP), and in consultation with cooperating agencies, maintains a continuing program to identify and correct errors in these data. OEP, CSRC, NHFG and the cooperating agencies make no claim as to the validity or reliability or to any implied uses of these data.

N

0 2 4 Miles

Map prepared July 7, 2005 NHFGD
Guided by 1:100,000-scale paper copies of Coos County Land Use Guidance Maps created by UNH-CSRC in Nov. 1990

## Fiber Optic Cable Installation Permit
## August 26, 2024

August 26, 2024

Scott Rineer, Chair
Coos County Planning Board
34 County Farm Road
PO Box 310
West Stewartstown, NH 03597




RE: Mount Washington Railway Company

Bretton Woods Telephone Company

Dear Chairman Rineer and members of the Planning Board:

Per our conceptual consultation on March 20, 2024, enclosed herewith is an Application for a Zoning Permit ("Application") submitted by the Mount Washington Railway Company ("Railway") and the Bretton Woods Telephone Company ("BWTC") for the installation of fiber on the Railway's property.

Included with the Application please find the following:

1. Completed Application for Zoning Permit Form;
2. Exhibit A to Application – Title, Right or Interest (Letter of Authorization);
3. Exhibit B to Application – Location Map;
4. Exhibit C to Application – Sketch Plan;
5. Exhibit D to Application – Equipment to be installed with photos;
6. Exhibit E to Application – Email from Director Brian Wilson (State of NH); and
7. $25 check made payable to Coos County for Filing Fee.

Many thanks for your guidance and assistance with this very exciting and important project. If you have any questions regarding the Application, please let us know. Thank you.

Very Truly Yours,

Earl W. Duval
General Counsel
Mount Washington Railway Company

Very Truly Yours,

Art Nicholson
President
Bretton Woods Telephone Company

the MOUNT WASHINGTON COG RAILWAY

3168 Base Station Road
Mount Washington, NH 03589

BRETTON WOODS TELEPHONE COMPANY

PO Box 1112
Portsmouth, NH 03802

**Subject:** Mount Washington Fiber
**From:** Wilson, Brian
**Sent:** Thu 8/22/2024 9:29AM
**To**:Earl Duval
**Cc:** Eosue, Benjamin

Hi Earl,

All of us here at the Department of Natural And Cultural Resources are very excited that the fiber project is moving forward. Having fiber at the summit will be a significant benefit to the State Park, the telecommunications providers, and to our many visitors. As you know, we are finalizing the required documentation with the help of the NH Attorney General's Office. For the purpose of filing and obtaining the Zoning Permit you can let the Planning Board know that once the fiber leaves the Cog's trestle at the summit it will go into an existing electrical vault and will travel in an existing conduit to the Sherman Adam's Building and then in an existing conduit to the Yankee Communications Building. If anyone has any questions, please let them know that we are happy to discuss.

We are very thankful for all the efforts from the Cog Railway and Bretton Woods Telephone Company to make this happen.

Brian J.Wilson - Director
Division of Parks& Recreation - N.H. Department of Natural & Cultural Resources

June 10, 2024
Coös County Planning Board
34 County Farm Road
PO Box 310
West Stewartstown, NH 03597

RE: Letter of Authorization

Applicant: Bretton Woods Telephone Company, Inc.
Site Address: Mount Washington Railway Company
Thompson & Meserve's Purchase/Sargent's Purchase
3168 Base Station Road
Mount Washington, NH 03589

Dear Chairman Rineer and members of the Planning Board:

I, Wayne Presby, Owner and President of the Mount Washington Railway Company, on behalf of Mount Washington Railway Company, the owner of the property at Tax Map 1605-010 and 1605-011 {Base Station & Ral Corridor) {"Owner") entered into a Lease Agreement {"Agreement") with the Applicant to attach a fiber optic cable to the trestle of the existing railway to allow for the transmission of data, information, video voice and other communications to the customers on the summit of Mount Washington. By entering into the Agreement with the Applicant, I give the Applicant and its representatives and successors in interest full authority to file all applications for the necessary approvals for the proposed use as requested in the Application for Zoning Permit filed with this Board.

Said authorization to the Applicant and its representatives and successors in interest includes permission to apply for any necessary zoning petitions, permits or any other exceptions or approvals on my behalf, including but not limited to the filing of any approvals necessary from the Coös County Planning Board which are necessary for the Applicant's proposal.

Sincerely,

Wayne Presby

President - Mount Washington Railway Company

Place in a Conspicuous Location

Coös County Unincorporated Places
Zoning Permit

Mt. Washington Railway Co &
Bretton Woods Telephone Company
Thompson & Merserve Purchase, NH

has been granted Permit #587

To install fiber optic cable
to existing trestle

September 17 , 2024

Coös County Administrator

Permit must be returned to the
Coös County Commissioners' Office
upon completion of work.
Permit must be exercised within one year or permit will be declared invalid.

**Project 155 Celebration**
**September 11, 2024**

***To:*** DOT: Bureau 66 Rail and Public Trans
***From:*** Cookie Sodergren
***Sent:*** Wednesday, September 11, 2024

Hi, all, hope all is well and you are not too busy. Please find attached ***Order # 090724-a***, which will serve as a temporary order for this upcoming Saturday. This order puts the track structure at our shop complex at the base station into Passenger Service with restrictions for a temporary period. This Track section is historically out of service for passenger operation and just for movements of trains to the loading area and mountain from our shop facilities therefore not subject to my biweekly inspections.

I have made a preliminary inspection of the track on 9/7/24 and with those observations that with restrictions the track is suitable for limited passenger operations. This mentioned inspection having been documented, and I will be doing a follow-up inspection on the morning of 9/14/24 prior to this Order taking affect as this section of line is used daily for the storage of trains and movement of these trains occur daily.

The reason for the temporary activation of this section is for safe shuttling of visitors joining us for our 155th Anniversary Celebration gathering at our new shop complex. At the end of the evening as to make for a safer alternative to walking in dimly lit areas to return to the Marshfield Base Station. Should I find any reason or circumstance that I deem will lead to unsafe conditions, I will annul this order and operations immediately.

Lastly as soon as I have my last inspection completed and documentation filed, I will forward on as quickly as possible, and this will also be included in my monthly correspondence with my full monthly reporting for September. Should any questions or concerns arise please contact me at your earliest convenience. Calling my Cell Phone would be the most assured means of direct contact as I will have limited office time until middle of next week. Thank you for you attention and time. Cookie.

Mark Sodergren - Track Foreman / Inspector
Mt. Washington Cog Railway

***From:*** Winters, Shelley
***Sent:*** Thursday, September 12, 2024 1:31 PM
***To***: Cookie Sodergren

Thank you for sending along; please keep us apprised of any changes and we hope the Cog's 155th Anniversary Celebration goes well.

Shelley Winters - Director of Aeronautics, Rail & Transit
New Hampshire Department of Transportation

***To:*** Winters, Shelley
***From:*** Cookie Sodergren
***Sent:*** Friday, September 13, 2024

Shelly,
Any time. This particular limited operation is of a very rare nature. I will forward on all important documentation Tomorrow prior to effective hours. Thank you for the well wishes for the celebration. Have a great day and weekend ahead. - Cookie

**September 2024 Track Inspections**

***To:*** DOT: Bureau 66 Rail and Public Trans
***From***: Cookie Sodergren
***Sent:*** Friday, September 27, 2024

Good morning, All

As always, I do hope this finds you all well and enjoying the beginnings of the autumn season. The leaves are nearly full ablaze with color here on the mountain as we brace ourselves for the big foliage rush of visitors to the region. Ridership numbers are now picking up by the day.

Please find attached my inspection reports for September 2024. I have included the reports for my 2 special inspections dated 09/07/24 and 09/14/24 for the area on the main line from the car shop to the loading gate C. These I did forward on accordingly already. This section of line is back to out of service passenger opera-

tions as prescribed in order#090724-a as provided to you also. The 155th celebration went well and as planned and this section of track for shuttle service was not utilized after all.

As we move forward into the fall season, I will be continuing to concentrating my attention to multiple walks as conditions permit in addition to my routine track inspections, as to get a very detailed assessment of all track components in the most in- depth manner possible and to determine a list for upcoming preventative maintenance projects. If conditions are favorable right along it should consume a time frame of about a week and a half total at the least. This detailed inventory helps me make the best judgement for component replacement prior to them becoming a defective status. This is an annual routine with the intention to provide continuous quality improvement of the track structure.

Our estimated operation of passenger service to the summit is expected to conclude sometime around the 20th of October. As we conclude passenger operations on various sections of the line, I will commence removing sections from passenger service, at which time I will notify you at once as always, of such seasonal closures.

I hope you are closer to a final candidate for each of your vacant positions to help spread the weight out better. Should you have any questions or concerns please contact me at your leisure. On one final note worth mentioning, we anticipate a temporary closure of operations for the last 2 weeks of October for an upgrade of a section of our base track and other items. I will continue to inspect our in-service track at the set interval without disruption. This I will keep you apprised of as well in my reporting. Keep well and Safe. Thanks as always for your valued time and as always, my very best regards to all. Cookie

**2024 Summit Passenger Service Cessation**

***To:*** DOT: Bureau 66 Rail and Public Trans
***From***: Cookie Sodergren
***Sent:*** Saturday, October 26, 2024

As always, I do hope this finds you all well and enjoying the autumn season. Winter like weather is setting in more frequent here on the mountain and in short order it will be here to stay. Please see the attached bulletin order in which I will be removing the track structure from the Summit to Cap 516 for passenger service on Monday October 28 at 0700 Hrs for the winter.

I will be following up this email with my inspections for October very shortly. I hope you all have a great weekend ahead. Best regards as always.

**Bulletin Order #102524**

***Date:*** 10/25/24
***To:*** All train crew
***From:*** Mark Sodergren Track Foreman
Re: Removal of track from service
Effective: 0700Hrs on Monday 10/28/24

Effective Monday October 28 2024 at 0700 Hrs the track structure from the summit to cap 516 (Upper Waumbec) Also to include the Waumbec passing track will be removed from service for the winter operating season. The track structure from the base to cap 516 mainline shall remain in service for passenger trains.

Mark Sodergren
Track Foreman/ Inspector - Mt. Washington Cog Railway

**October 2024 Track Inspections**

***To:*** DOT: Bureau 66 Rail and Public Trans
***From:*** Cookie Sodergren

***Sent:*** Saturday, October 26, 2024

Please find attached my inspection reports for October 2024. As indicated in my last email I am removing the section of track from the Summit to cap 216 from passenger service for the winter. On Monday October 8th through Friday November 8th we will be closed for train operations for full upgrading of our shuttle track at our base station. I will provide a full detailed summary to you after the conclusion of the overhaul. As always best regards to all and stay safe. Cookie

Mark Sodergren - Track Foreman / Inspector - Mt. Washington Cog Railway



**November 2024 Slow Order**
**November 9 2024**

***To:*** DOT: Bureau 66 Rail and Public Trans
***From:*** Cookie Sodergren
***Sent:*** Saturday, October 26, 2024

Good afternoon. I hope you all have had a good weekend and a great day ahead. Please find attached for your records ***order 110924a***. The reasoning for the issuance of this order is to ensure the proper settling of the newly installed track over a new box culvert recently installed as part of our Base area upgrade.

At this time our entire shuttle track at the bast station has been removed regraded at the sub grade level and compacted. Roughly 50 percent of this new line has been lightly ballasted with roughly 10 percent of the line relayed with new track panels and is currently receiving new center rack.

I anticipate at the current rate of progress, approximately 2 weeks before the line is fully completed, barring any problems with weather, i.e. snow and ice. I will keep you very well updated as progress continues. With the year drawing closer to an end, I will be putting together my annual report / summary for your records and hope to have that to you not much after the first of the year. I thank you for your time and attention to this matter. And as always, my best wishes and regards to you all.

Mark Sodergren
Track Foreman/ Inspector - Mt. Washington Cog Railway

***Bulletin order#110924a***

***Date:*** November 9, 2024
***To:*** Locomotive Operational Crew
***From:*** Mark Sodergren Track Foreman/ Inspector
Re: Slow order Base area Main line
Cc. NH DOT Bureau of Rails and Transit

Effective 0700Hrs on November 9, 2024 I hereby place a slow order on the newly installed track section located approximately 150 feet up mountain of the carshop on the mainline track containing the newer panelized track section. No train speed or locomotive speed shall exceed that of one half (1/2) that of normal switch speed 25 feet prior to either end leading up to and through this section. All other sections of this line may be operated at the normal prescribed speed. This order shall remain in effect until further notice.

Mark Sodergren
Track Foreman/ Inspector - Mt. Washington Cog Railway



**November 2024 Shuttle Track Operations**
**November 15, 2024**

***To:*** DOT: Bureau 66 Rail and Public Trans
***From:*** Cookie Sodergren

***Sent:*** Saturday, November 16, 2024

Good Afternoon, I hope you all had a great weekend and are enjoying the beginning of the week. Please find attached ***order #111524a*** as issued yesterday Friday November 15 2024. We are nearly halfway through the renewal of our entire shuttle track portion of the base station trackage between Marshfield Station and our shop facility. As time permits, I will do my best to try to supply you with some photos of the upgrade.

It was requested by Inspector Murphy prior to his departure from state employment that I share bulletin orders with your bureau along with my monthly reports. I hope these prove informative for you. Should you have any questions or concerns please contact me at your leisure. I thank you for your time and attention. My very best wishes and regards as always.

***Bulletin Order#111524a***

***Date:*** November 15, 2024
***To:*** All Engineers
***From:*** Mark Sodergren Track Foreman/ Inspector
Re: Shuttle Track Operations
Cc. NH DOT Bureau of Rails and Transit
Bulletin Order#111524a

EffectiveEffective 0700 Hrs on November 15, 2024 the Shuttle Track shall be back in operating service for passenger trains with limitations. This being a newly installed line and settling being expected, I am restricting the speed of trains from Base Switch to the C Gate to a maximum of normal switch speed. No coach occupied by paid passengers shall travel any further down mountain than the Loading area of "C" Gate. These restrictions shall remain in effect until further written notice. Operation on this line may be subject to further restrictions via verbal directive should the need arise to ensure sale-operation.

Mark G. Sodergren
Track Foreman/ Inspector - Mt. Washington Cog Railway

**November 2024 Track Inspections**

***To:*** DOT: Bureau 66 Rail and Public Trans
***From:*** Cookie Sodergren
***Sent:*** Tuesday, December 3, 2024

Good morning,

As always, I do hope this finds you all well and have enjoyed your Thanksgiving holiday. Winter is most definitely well settling in here on the mountain and surrounding areas. Please find attached my inspection reports for November 2024. There is a high probability from here until April that a vast majority if not all my inspections will be conducted by train due to icy and snow conditions for safety reasons. However, should there be at point that arises that I can manage a safe on foot inspection I will, as always, take advantage of that opportunity.

With the snow now being more prevalent the upgrade to our shuttle track side of our base tracks has been slowed down considerably. I calculate that we are just about halfway completed. I will keep you advised as this project progresses forward accordingly. Should you have any questions, concerns or comments please contact me at your leisure naturally. I hope you all have a great day and week ahead. Wishing you all and yours a Very Happy and Merry Holiday Season ahead. My best regards as always. Cookie

***From*:** Stanfield, William
***To:*** Cookie Sodergren
***Subject*:** New Railroad Inspector
***Date:*** Wednesday, February 26, 2025 11:29 AM

Cookie,

My name is Will Stanfield and I'm the new Railroad Inspector at NHDOT. I wanted to reach out to you so you will have my contact information. I'd like to join you for a couple of inspections if you would let me know when things start clearing up. I look forward to meeting you in the coming months.

*Will Stanfield*
Railroad Inspector



*Will Stanfield (2025)*
*LinkedIn Profile pic*
Oklahoma State University
*BS - Aerospace Logistics (2014*
NHDOT Railroad Inspector
*Feb 2025 - Present*

***From:*** Cookie Sodergren
***Sent:*** Thursday, February 27, 2025 9:19 AM
***To:*** Stanfield, William
***Subject:*** Re: New Railroad Inspector

Will

Thank you for your time on the phone yesterday. I do hope things are settling in rather quickly for you as well. My apologies if I was a bit scatter brained chatting as I was in the middle of juggling 5 different projects when we spoke. I would imagine your schedule is filling up rather quickly due to your new position being vacant for a bit. As of now we are scheduled to resume passenger operations to the summit on May 3rd. I would like to inspect the line from our Upper Waumbec switch (passing track Approximately halfway up the mountain) to the summit and formally put that track section back into passenger service no later than the week of April 20th. If we can schedule a meeting and inspection here that week or prior to, that would be great. Please let me know what works best for you at your leisure. Lastly do you have at your disposal a copy of our Track and Trestle Standards? If not, I can forward a copy to you as so you may review at your convenience. Thank you again for your time and attention.

Best regards *Cookie*

***From*:** Stanfield, William
***To:*** Cookie Sodergren
***Subject*:** Re: New Railroad Inspector
***Date:*** Thursday, February 27, 2025 9:29 AM

Cookie,

It was a pleasure speaking with you yesterday. I understand having to juggle multiple tasks so no apologies is necessary. Looking through the documents left for me by Anthony, I have a copy of the Track and Trestle Safety Standards dated Jan 1, 2017. If you have an updated copy, I would appreciate a copy.

As for inspection dates, I am scheduled to be out of the office April 14-18, however my schedule is completely open April 7-11. I'll let you look at your calendar and see what day that week works best for you. Just let me know and I will schedule you in.

*Will Stanfield*
Railroad Inspector

**February 2025 Track Inspections**

To: DOT: Bureau 66 Rail and Public Trans;  Stanfield, William
***From:*** Cookie Sodergren
***Sent:*** Thursday, February 27, 2025 9:36:57 AM

Good morning,

As always, I hope this finds you all well and keeping safe and in good health.  I am glad to have heard of Mr. Stanfield joining your team and look forward to working directly with him in the future.  Please find attached my inspection reports for February 2025.  We seem to be having a rather normal winter here on the mountain compared to the last few with larger snow totals, which requires more snow blowing of the line.  At this point I am definitely looking forward to melt off as so I can get my boots on the ground for a better close look at all the components now encased in ice and snow.  Should you have any questions please let me know. Until next time do take good care and keep safe.

Regards to all *Cookie*

***From:*** Cookie Sodergren
***To:*** Stanfield, William
***Subject:*** Re: New Railroad Inspector
***Sent:*** Thursday, February 27, 2025 9:59 AM

Will

Thanks for your understanding in regard to multitasking.  Upon review of my schedule on that week I see that I have Wednesday the 9th as a scheduled routine inspection date if that works for you.  The Jan 1, 2017 revision you have is now outdated and replaced by March 14, 2024 revision which I will immediately forward on to you.  Regards, *Cookie*

***From:*** Cookie Sodergren
***To:*** Stanfield, William
***Subject:*** Cookie Sodergren shared "Track Standards 2024 Rev" with you
***Sent:*** Thursday, February 27, 2025 10:03 AM

Please confirm receipt. Thanks

***From*:** Stanfield, William
***To:*** Cookie Sodergren
***Subject*:** New Railroad Inspector
***Date:*** Thursday, February 27, 2025 10:13:00 AM

Wednesday the 9th works for me.  Shall we plan for 9:00am?  Earlier in the day works better for me as I need to be back at the office by 4:00pm so that I can pick up my son from daycare.

*Will Stanfield*
Railroad Inspector

**2025 Track Standards Revision**

***From*:** Stanfield, William
***To:*** Cookie Sodergren
***Subject*:** RE: Cookie Sodergren shared “Track Standards 2024 Rev” with you

***Date:*** Thursday, February 27, 2025 10:13:00 AM

Received and added to our records for review. Thank you, *Will Stanfield*

***From:*** Cookie Sodergren
***To:*** Stanfield, William
***Subject:*** Re: New Railroad Inspector
***Sent:*** Thursday, February 27, 2025 10:30:41 AM

9 a.m. works perfectly fine. I'll have all resources lined up in advance to move along most efficiently. I'm sure our General Manager would like to meet you then also. Should you have any question on the standards please feel free to reach out. *Mark*

**March 2025 Shuttle Track Operations**
**November 15, 2025**

***From:*** Cookie Sodergren
***To:*** DOT: Bureau 66 Rail and Public Trans; Stanfield, William
***Subject:*** Order # 031625-a
***Sent:*** Sunday, March 16, 2025 9:50:45 AM

Good day,

Please find below a copy of ***Order#031625-a***, in which I am issuing for putting our main line base station track back in service for use to shuttle trains from our shop facility to the passenger loading area. I removed this track from service on 2/21/25 under *Order#022125a* due to heavy snow drifting conditions and to limit travel over sections of the line that were disturbed last fall for our shuttle track upgrade limiting further settling. Currently I am detecting regular thermal expansion with our newly upgraded shuttle track and am monitoring the center rack spacing at the transition point between the transfer table and leading spool on the shuttle track side, where I am seeing tight spacing at warmer temperatures. This shall be rectified with the installation of a custom- built rack as soon as I gather the expansion and contraction average measurements to compensate for these slight movements to maintain non defective status of that particular transition point. I thank you for your attention on this matter and am available for any questions you may have. Regards *Cookie*

***Bulletin Number:040825-a***

System Bulletin
***To:*** All Train Crew/ Operating Personnel cc NH DOT Bureau of Rails and Transit
***Issued By***:Track Foreman
***Effective Date:*** 04/08/25 @ 12:00 Hrs Until 04/10/25 @16:00 Hrs
***Objective:*** In Service Track

Effective Tuesday 04/08/25@ 12:00 Hrs I am putting the remainder of the mainline track from Cap 516 to the Summit into service for Limited Passenger Train Service with restrictions. Summit Switch, Upper Waumbec Switch and Lower Waumbec Switch shall only remain in service for Mainline service and not for Passing track or Summit sidetrack service.

Train speeds are not to exceed1/2 (one half) normal switch speed on the approach in either direction within 30 (thirty) feet of the transition on either ends of Summit and Upper Waumbec Switches. All other movements shall be made under the established Operating Procedures.

This order shall be annulled effective at 16:00 Hrs on Thursday 04/10/25 and the section of track from Cap 516 to the summit will be out of service for Passenger Service until a subsequent order is issued to bring it back into service.

*Mark Sodergren*

Track Foreman - Inspector Mt Washington Cog Railway

**2025 Track Standards Revision**

***From:*** Cookie Sodergren
***To:*** Stanfield, William
***Subject:*** Standards
***Sent:*** Tuesday, April 8, 2025 7:53 AM

Good Morning Will

I sent along the revised standards. I changed the wording on Section 14 Part A striking out NH Dot needing to be on inspections to bring track sections back into service. Basically, bringing the standard back to previous parameters. Also I added "every" in front of two weeks, in Part B of that section. I will be heading up to inspect to the summit momentarily and will give you a full report as soon as I can later today. Thank you for your time on this matter. Best Regards *Cookie*

***From*:** Stanfield, William
***To:*** Cookie Sodergren
***Subject*:** RE: Standards
***Date:*** Tuesday, April 8, 2025 7:55:00 AM

Good morning sir,

Thank you for the revised standards. I think this change will help us both moving forward, as we discussed yesterday. Be safe up there. Looks like you will have a short window before anything major rolls in. I look forward to your report.

*Will Stanfield*

**Mt. Washington Cog Railway**
**Track and Trestle Safety Standards**
**As Revised April 8, 2025**
**NHDOT Rail Safety**

**Section**

***1. Cog Rack:***

A. There shall be at least three- and three-quarter inches (3¾") between Up-Mountain spool faces.

B. There shall be no more than four- and three-quarter inches (4¾") between Up-Mountain spool faces.

C. The rack shall be bolted on alternating ties or at least every thirty-six inches (36")

D. Rack Joint mismatch shall not exceed three eighths of one inch (3/8")

E. The top of any spool may not exceed three quarters of one inch (3/4") plus or minus the top of the rail.

F. No spool shall be worn in excess of forty percent (40%) of its original diameter.

G. There shall be no spools turning in the rack

H. Cracks that extend through the corner radius of the angle iron is not permitted and if found shall require immediate repair or rack replacement immediately.

***2. Rails:***

A. The gage shall be no more than twenty-six and three quarters inches (26¾“) and no less than twenty-five inches (25”) measured from the inner edge of the angle iron of the rack to the gage side of the rail.

B. There shall be no gap more than two inches (2”) between any two (2) Jointed rails.

C. Any rail with a piece broken out of the head shall be repaired immediately by either cutting in a piece or completely changing the rail.

D. Cracked rails will be replaced or have remedial action joint bars applied immediately to isolate and secure the defective area.

***3. Rail Joints:***

A. All rails will be connected by a pair of joint bars of a structurally sound design and dimension for the rail on which it is applied.

B. Between the inner most holes, joint bars shall not be cracked or broken, center cracked or broken joint bars shall be replaced.

C. There shall be one (1) bolt per rail minimum at each rail joint.

D. Each joint bar shall be held by track bolts tightened to firmly support and maintain the alignment of abutting rail ends.

E. Each joint bar will have either one (1) side bole and one (1) lag on opposite sides or two (2) lags on opposite sides.

F. Each rail joint shall be supported by a non-defective tie and tie plate within twelve inches (12”) on either side of the rail joint.

***4. Alignment:***

A. The deviation of the mid off-set from a twenty-four-foot (24’) line on both tangent and curved track shall not be more than 5 inches (5”)

***5. Track Profile & Surface:***

A. Profile in the rack or either rail shall not deviate more than two inches (2”) in any twenty-four feet (24’)

B. There shall not be more than two- and one-half inches (2½”) of super elevation in any curved section of track.

C. Cross level deviation at any point on tangent or reversed elevation on curves shall not be more than two- and one-half inches (2½”)

***6. Rail Fasteners***

A. The rail shall be spiked, bolted or lagged every thirty-six inches (36”) at minimum, on both field and gage sides.

B. Any spike, bolt or lag that is loose or ineffective will be considered missing.

C. Any “e” clip shoulder weld that is cracked or broken shall be repaired or replaced with a non-defective plate.

***7. Timber Condition:***

A. Timber must not be hollow, split or horizontally crushed more than twenty percent (20%)

B. All bents over seventy-two inches (72”) high will have lateral braces.

C. All bents over seventy-two inches (72”) high will have longitudinal braces on each side and in each direction where practical.

D. All bents over thirty-six inches (36”) high will have batter posts.

E. There shall be at least three (3) non-defective attached ties per twelve feet (12’) of track.

***8. Crossties: (on the ground)***

A. There shall be four (4) non-defective crossties every twelve feet (12’) of track.

***9. Ballast:***

A. Ballast for on the ground track structure shall be of proper material to promote the proper drainage of water and moisture away from the track structure.

B. Ballast for on the ground track structure shall be of proper material as to hold, stabilize and maintain the track geometry.

***10. Vegetation:***

A. Vegetation shall be maintained so as not to: hinder the inspection of the track structure, inspection of passing rolling stock from a safe distance from the tracks, become a fire hazard or obstruct drainage carrying devices or water bars.

***11. Drainage:***

A. Drainage or water carrying devices shall be maintained and kept free of debris and vegetation to maintain proper transportation of water away from the track structure.

***12. Steel Bents:***

A. Steel bents shall meet a design approved by the NH DOT and of at least the strength of a new wooden bent construction standards in use at the Cog Railway in 1989.

B. All joints shall be fully bolted or welded.

C. All bolts shall be of approved hardness, and size as those in A.

D. All bolts shall be kept tight

E. Cracks in any part of the bent shall not be allowed.

F. In areas where steel bents are installed adjacent to wood bents and longitudinal bracing is required, bracing shall be installed and fastened to adjacent wood bent.

***13. Inspection of Hydraulic Switches:***

A. Switch shall be cycled through its full range of travel (from normal to diverting route and back) as part of the inspection.

B. Mismatching of rack or running rail at any transition point shall not exceed three eighths of one inch (3/8")

C. All bolts shall be intact and tight.

D. Hold down bolts on transition plates must be intact and tight.

E. Snap rings holding actuation linkage pins must not be worn or missing.

F. Any cracks in welds or structures will be repaired in accordance with the Repair Priority Code assigned.

***14. Track Inspection:***

***Track Inspector & Form***

A. The General Manager shall establish and maintain a current roster of designated Track Inspectors including their basis for qualification. Newly qualified inspectors may be added at any time.

B. The Railway shall provide an Inspection form for use by the inspector. All deviations from these standards shall be listed on this form. Other defects or items of concern shall also be included.

C. All forms shall be dated and signed by the inspector.

***Frequency & Manner***

A. If a track section is removed from passenger service for seasonal purposes, all components shall be fully inspected by the Railway *Inspector prior to being placed back into passenger service* and NH-DOT ~~inspectors prior~~ *Rails and Transit shall be formally notified prior to the commencement of Passenger service over sections* being placed back into passenger service.

B. All tracks shall be inspected at a minimum frequency of *once* every two (2) weeks.

C. During the months of October, November, December, January, February, March and April these inspections may be done by either walking or riding.

D. During the months of May, June, July, August and September these inspections may be performed by either one (1) walking and one (1) riding or two (2) walking inspections.

E. All switches shall be walked monthly.

F. A walking inspection shall consist of an assessment of all components of the track and trestle listing all defective conditions on the inspection report.

G. Track sections may be inspected separately and on different days.

H. These bi-weekly inspections will be conducted with at least six (6) calendar days interval between inspections but not to exceed seventeen (17) calendar days without completion.

***The Track Inspection form shall include:***

A. The date of inspection.
B. The section inspected.
C. The location of the defect.
D. A description of the defect.
E. A repair priority code assigned to each listed defect.
F. The signature of the Inspector.

***15. Repair Priorities:***

A. Codes

1. Repair before the next train is allowed to pass over defective condition.
2. Repair before the commencement of the next day's operation
3. Repair within ten (10) calendar days while monitoring as to assure condition does not degrade to a greater hazard.
4. Repair at the earliest opportunity.

B. Repairs coded 1,2 or 3 that are not completed within the prescribed time allotment will be considered willfully neglected and subject the Railway to an order to cease operations until such repairs are completed.

C. In the event an order to cease operations is issued, under the criteria outlined in the previous section (B), and inspection by the NH DOT will be required prior to resuming operations.

D. By assigning priority codes 2,3 or 4 the inspector, by signing the inspection report, has determined it safe to pass trains over the defective condition for the duration of time specified in each priority code.

**State Inspection Report**
**April 20th, 2025**

New Hampshire Department of Transport railway inspector William Stanfield conducted an inspection of the Mount Washington Cog Railway on April 19 and April 26, 2023. The weather was cloudy transitioning clear and sunny. 45°F to 58°F. Stanfield conducted a riding Inspection at 5 mph from Base Station to Summit accompanied by COG Track Inspector *(Mark Sodergren)* and COG Locomotive Engineer. Track Inspector *(Sodergren)* and NHDOT *(inspector Stanfield)* walked the main track at Waumbek. Item observed at Bent 515 - "Rack joint mismatch exceeds allowable. Measure mismatch 1/2 in. Allowable: 3/8 in." Violation: No Remedial Action No. Item 3: "Discussed COG TTSS 3.F. Location of support tie at rail joint. NHDOT suggested a verbiage change to clarify the intention of the standard. NHDOT has provided COG Track Inspector with suggested language for consideration.

Inspection conducted under "RSA243:55 Railroad Safety and Inspection Program. II. For railroad properties within the state that are not subject to federal regulation, the commissioner shall carry out such inspections as are necessary to maintain railroad safety within the state. If the commissioner finds any equipment or facilities to be unsafe, a proceeding shall be commenced as provided by law to develop an order for corrective action."

***From*:** Stanfield, William
***To:*** Cookie Sodergren
***Subject*:** Verbiage for Tie Located at Rail Joint
***Date:*** Thursday, May 1, 2025 8:19 AM

Cookie,

Thank you for taking the time to show me around yesterday. I apologize for the delay in getting this to you. Below is the verbiage straight from 213.109 for ties located at a rail joint. Feel free to modify it to your standards to help clarify the 12 in tie located at a rail joint. My inspection report will follow shortly. 213.109(e) Class 1 and 2 track shall have one crosstie whose centerline is within 24 inches of each rail joint (end) location.

*Will*

***From*:** Stanfield, William
***To:*** Wayne Presby; Cookie Sodergren
***Cc:*** Corliss, Chuck A
***Subject*:** COG inspection 4-30-25
***Date:*** Thursday, May 1, 2025 8:49:00 AM

All,
Attached is the inspection report from yesterday's inspection from Base Station to Summit. Please let me know if there are any questions.

*Will Stanfield*
Railroad Inspector
Department of Transportation

***From:*** Cookie Sodergren
***To:*** Stanfield, William
***Subject:*** Re: Verbiage for Tie Located at Rail Joint
***Sent:*** Thursday, May 1, 2025 10:41:09 AM

Good Morning Will

Thank you for the follow up and attachment of your Inspection report on the other correspondence that you sent also. I appreciate your time also and getting to start off in a great direction to what I hope will be a long standing and productive time of working together to maintain and improve a highly safe track and safety standard here on the mountain. I will be also forwarding to you very shortly my report of findings as well from yesterday's inspection for your department's records. Also I will revise the verbiage on the standards and get it forwarded on to you as quickly as possible. I hope you have a great day ahead. Stay safe.
Cookie

**2025 Track Standards Revision**

***From:*** Cookie Sodergren
***To:*** Stanfield, William
***Subject:*** Cookie Sodergren shared "Track Standards 2025 Rev" with you
***Date:*** Thursday, May 1, 2025 11:07:25 AM

Good Morning Will

Please find attached the latest revision of our Track and Safety Standards that we discussed with the revision to the verbiage to Section 3 line F. Please advise me if there is any feed back you may have on this as for clear understanding of the reader.

Best Regards *Cookie*

**Mt. Washington Cog Railway**
**Track and Trestle Safety Standards**
**As Revised May 1, 2025**
**NHDOT Rail Safety**

**Section**

***1. Cog Rack:***

A. There shall be at least three- and three-quarter inches (3¾") between Up-Mountain spool faces.

B. There shall be no more than four- and three-quarter inches (4¾") between Up-Mountain spool faces.

C. The rack shall be bolted on alternating ties or at least every thirty-six inches (36")

D. Rack Joint mismatch shall not exceed three eighths of one inch (3/8")

E. The top of any spool may not exceed three quarters of one inch (3/4") plus or minus the top of the rail.

F. No spool shall be worn in excess of forty percent (40%) of its original diameter.

G. There shall be no spools turning in the rack

H. Cracks that extend through the corner radius of the angle iron is not permitted and if found shall require immediate repair or rack replacement immediately.

***2. Rails:***

A. The gage shall be no more than twenty-six and three quarters inches (26¾") and no less than twenty-five inches (25") measured from the inner edge of the angle iron of the rack to the gage side of the rail.

B. There shall be no gap more than two inches (2") between any two (2) Jointed rails.

C. Any rail with a piece broken out of the head shall be repaired immediately by either cutting in a piece or completely changing the rail.

D. Cracked rails will be replaced or have remedial action joint bars applied immediately to isolate and secure the defective area.

***3. Rail Joints:***

A. All rails will be connected by a pair of joint bars of a structurally sound design and dimension for the rail on which it is applied.

B. Between the inner most holes, joint bars shall not be cracked or broken, center cracked or broken joint bars shall be replaced.

C. There shall be one (1) bolt per rail minimum at each rail joint.

D. Each joint bar shall be held by track bolts tightened to firmly support and maintain the alignment of abutting rail ends.

E. Each joint bar will have either one (1) side bole and one (1) lag on opposite sides or two (2) lags on opposite sides.

F. Each rail joint shall be supported by ~~a~~ *at least one (1)* non-defective tie and tie plate within twelve inches (12") ~~on either side~~ of the rail joint *on one (1) side one of the rail joint at minimum.*

***4. Alignment:***

A. The deviation of the mid off-set from a twenty-four-foot (24') line on both tangent and curved track shall not be more than 5 inches (5")

***5. Track Profile & Surface:***

A. Profile in the rack or either rail shall not deviate more than two inches (2") in any twenty-four feet (24')

B. There shall not be more than two- and one-half inches (2½") of super elevation in any curved section of track.

C. Cross level deviation at any point on tangent or reversed elevation on curves shall not be more than two- and one-half inches (2½")

***6. Rail Fasteners***

A. The rail shall be spiked, bolted or lagged every thirty-six inches (36") at minimum, on both field and gage sides.

B. Any spike, bolt or lag that is loose or ineffective will be considered missing.

C. Any "e" clip shoulder weld that is cracked or broken shall be repaired or replaced with a non-defective plate.

***7. Timber Condition:***

A. Timber must not be hollow, split or horizontally crushed more than twenty percent (20%)

B. All bents over seventy-two inches (72") high will have lateral braces.

C. All bents over seventy-two inches (72") high will have longitudinal braces on each side and in each direction where practical.

D. All bents over thirty-six inches (36") high will have batter posts.

E. There shall be at least three (3) non-defective attached ties per twelve feet (12') of track.

***8. Crossties: (on the ground)***

A. There shall be four (4) non-defective crossties every twelve feet (12') of track.

***9. Ballast:***

A. Ballast for on the ground track structure shall be of proper material to promote the proper drainage of water and moisture away from the track structure.

B. Ballast for on the ground track structure shall be of proper material as to hold, stabilize and maintain the track geometry.

***10. Vegetation:***

A. Vegetation shall be maintained so as not to: hinder the inspection of the track structure, inspection of passing rolling stock from a safe distance from the tracks, become a fire hazard or obstruct drainage carrying devices or water bars.

***11. Drainage:***

A. Drainage or water carrying devices shall be maintained and kept free of debris and vegetation to maintain proper transportation of water away from the track structure.

***12. Steel Bents:***

A. Steel bents shall meet a design approved by the NH DOT and of at least the strength of a new wooden bent construction standards in use at the Cog Railway in 1989.

B. All joints shall be fully bolted or welded.

C. All bolts shall be of approved hardness, and size as those in A.

D. All bolts shall be kept tight

E. Cracks in any part of the bent shall not be allowed.

F. In areas where steel bents are installed adjacent to wood bents and longitudinal bracing is required, bracing shall be installed and fastened to adjacent wood bent.

***13. Inspection of Hydraulic Switches:***

A. Switch shall be cycled through its full range of travel (from normal to diverting route and back) as part of the inspection.

B. Mismatching of rack or running rail at any transition point shall not exceed three eighths of one inch (3/8")

C. All bolts shall be intact and tight.

D. Hold down bolts on transition plates must be intact and tight.

E. Snap rings holding actuation linkage pins must not be worn or missing.

F. Any cracks in welds or structures will be repaired in accordance with the Repair Priority Code assigned.

***14. Track Inspection:***

***Track Inspector & Form***

A. The General Manager shall establish and maintain a current roster of designated Track Inspectors including their basis for qualification. Newly qualified inspectors may be added at any time.

B. The Railway shall provide an Inspection form for use by the inspector. All deviations from these standards shall be listed on this form. Other defects or items of concern shall also be included.

C. All forms shall be dated and signed by the inspector.

***Frequency & Manner***

A. If a track section is removed from passenger service for seasonal purposes, all components shall be fully inspected by the Railway Inspector prior to being placed back into passenger service and NH-DOT Rails and Transit shall be formally notified prior to the commencement of Passenger service over sections being placed back into passenger service.

B. All tracks shall be inspected at a minimum frequency of once every two (2) weeks.

C. During the months of October, November, December, January, February, March and April these inspections may be done by either walking or riding.

D. During the months of May, June, July, August and September these inspections may be performed by either one (1) walking and one (1) riding or two (2) walking inspections.

E. All switches shall be walked monthly.

F. A walking inspection shall consist of an assessment of all components of the track and trestle listing all defective conditions on the inspection report.

G. Track sections may be inspected separately and on different days.

H. These bi-weekly inspections will be conducted with at least six (6) calendar days interval between inspections but not to exceed seventeen (17) calendar days without completion.

***The Track Inspection form shall include:***

A. The date of inspection.

B. The section inspected.
C. The location of the defect.
D. A description of the defect.
E. A repair priority code assigned to each listed defect.
F. The signature of the Inspector.

***15. Repair Priorities:***

A. Codes

1. Repair before the next train is allowed to pass over defective condition.

2. Repair before the commencement of the next day's operation

3. Repair within ten (10) calendar days while monitoring as to assure condition does not degrade to a greater hazard.

4. Repair at the earliest opportunity.

B. Repairs coded 1,2 or 3 that are not completed within the prescribed time allotment will be considered willfully neglected and subject the Railway to an order to cease operations until such repairs are completed.

C. In the event an order to cease operations is issued, under the criteria outlined in the previous section (B), and inspection by the NH DOT will be required prior to resuming operations.

D. By assigning priority codes 2,3 or 4 the inspector, by signing the inspection report, has determined it safe to pass trains over the defective condition for the duration of time specified in each priority code.

**May 2025 Track Inspections**

***To:*** Stanfield, William
***From:*** Cookie Sodergren
***Sent:*** Thursday, May 29, 2025 11:31:40 AM

Good morning Will

I hope this finds you all well and enjoying the spring weather minus rain. All is progressing well here on the mountain and in true comical fashion mother nature gave us another blast of snow this Memorial Day weekend which is now nearly gone. Currently we are well under way working on drainage from our loading gates here at the base station down towards the wash out pit. With the snow nearly all gone I have taken every opportunity to get sections walked as the weather permits. Please find attached my inspection reports for May 2025. Should you have any questions or input please let me know. Have a great day ahead and as always,

Best regards *Cookie*

**June 2025 Track Inspections**

***From:*** Cookie Sodergren
***To:*** Stanfield, William
***From:*** Cookie Sodergren
***Sent:*** Sent: Tuesday, July 1, 2025 10:58 AM

Good morning Will

I hope this finds you well and enjoying the beginning to the summer season. We are entering into full swing here on the mountain and been getting the heat the same as everyone else has been with very little escape even at the summit. We are currently working on some overdue upgrades to the drainage system at the base station in which I'll try to get some pictures to send along to you. *(see Vol 3c Timeline June 13, 2025)* A big focus being at our loading platform areas with concrete box culverts with grates and a fully upgraded pavement job of that area as

well. On the mountain general maintenance is still a constant and improvements are slowly continuing on that front as well. I have been slowed down slightly, hopefully in the short term, to a slight reduction of a couple employees in the track department. We are on in between projects working on fabricating various center rack components for routine maintenance and special 10-foot racks for the 2nd half of our Base Station track upgrade of the mainline track later this season. The spool design as you may remember is machined specifically with threads on them and is produced here in our machine shop. Unfortunately, our machinist sustained some pretty substantial injuries in a motorcycle accident a little over a month ago and will be out for a lengthy period. We are anticipating his return to be months out after a lengthy recuperation. The added dilemma being is that he is the most and pretty well the only CNC experienced employee we have. Luckly, he gave me some insight and training on the lathe and CNC programming to say to get me to Kindergarten equivalence of skill level in stark comparison. So needless to say, I've been slowly navigating through the process and have begun slow out put of spools again and gaining efficiency as I go. This has taken up any free time plus some from my other duties as I need to produce racks for the Base project as well as on Mountain renewal racks.

Also, we have been working on readjusting the elevation on the Base Shuttle Track to accommodate the proper pitch for drainage that was changed from the original plans. I had identified some rack spool welds on a non inspection periodic walk track side that deemed immediate attention and got the welds repaired with top priority. These racks will see replacement in the not-too-distant future. This summarizes all that is going on at the moment that comes to immediate noteworthy mention. Please find attached my inspection reports for June 2025. Should you have any questions, concerns or comments please let me know at your convenience.

Keep well and safe and as always Best Regards. *Cookie*

***From*:** Stanfield, William
***To:*** Cookie Sodergren
***Subject*:** June 2025 Inspections
***Date:*** Tuesday, July 1, 2025 3:14 PM

Wishing your machinist a speedy recovery! I hope to make it back out to visit again in July or August. Things are picking up here. Stay safe! *Will Stanfield*

**July 2025 Summit Switch Operations**

***From:*** Cookie Sodergren
***To:*** Stanfield, William
***From:*** Cookie Sodergren
***Sent:*** Thursday, May 29, 2025 11:31:40 AM

Good morning Will

I hope this finds you well and keeping not too busy. Please find attached for your files ***Order# 071525-a*** - a speed restriction I implemented at the Summit switch. The purpose of this is slow order is due to a broken weld on the up-mountain fireman's side 25 lb. transition rail at the heel block. I implemented this restriction as a preventative measure to not over stress the remainder of the welds on that rail to maintain proper gage and alignment until proper remedial action is preformed to correct the defect. Upon my inspection of the remainder of the welds I feel a wit in 10-day repair order is sufficient to fix this item with the prescribed restriction in place. I am hoping we can get this fixed prior to the end of the day tomorrow. Naturally I shell keep you updated on this and will forward on future order putting this small section back into normal operation. I hope you have a great day ahead and weekend. Best regards as always *Cookie*

***Bulletin Number: Order# 071525-a***

System Bulletin
To: All Train Operating Crew CC: NH DOT Rails and Transit

Issued By: Track Foreman
Effective Date:07/15/25 @11 :00 Hrs
***Objective: Slow Order Summit Switch***

Effective on Tuesday July 15, 2025 at 1100 HRS I am placing a Slow Order on the Summit Switch to 1 train length Up Mountain of the switch on the mainline side. Train speeds shall not exceed1/2 the speed of switch speed until further notice or at which point this order is annulled by myself. This is especially crucial coming off the Up Mountain end of the switch on to the transition plate.

Mark Sodergren
Track Foreman / Inspector
Mt. Washington Cog Railway

**July 2025 Summit Switch Operations**

***From:*** Cookie Sodergren
***To:*** Stanfield, William
***From:*** Cookie Sodergren
***Sent:*** Saturday, July 26, 2025 2:32:59 PM

Good afternoon Will,

Please find below a pasted copy of ***order 072525-a***. This annuls order 071525-a effectively bringing the switch speed back to normal operating speed. Hope you have a great weekend ahead. Regards *Cookie*

***Bulletin Number:072525-a***

System Bulletin
To: All Train Crew and Operating personnel cc NHDOT Rails and Transit
Issued By: Track Foreman
Effective Date: 07/25/25 @ 13:00 Hrs
Objective: Removal of Summit Switch Slow Order

Effective at 13:00 Hrs on July 25, 2025 I am removing the slow order for the summit switch and transition points. Order #071525-a is hereby annulled. Trains may resume operating at normal switch speed in accordance with the set operating procedures in this location.

Mark Sodergren
Track Foreman / Inspector
Mt. Washington Cog Railway

**Accident Notification Requirements**
**August 2025**

NH DOT Railroad Inspector William Stanfield says the following "supersedes the NH Public Utilities Commission Reporting requirements. The Cog is not solely under State jurisdiction. The Federal Railroad Administration exercises limited jurisdiction over the COG railway with certain Federal Regulations still applying and can enforce any Federal Regulation through the FRA's Emergency Order powers.

NH RSA 243:56 requires notification to NHDOT for all accidents and incidents occurring on all railroads in the State of New Hampshire.

- All incidents involving a fatality of any person
- All incidents' accidents at a grade crossing
- All grade crossing signal system activation failures as defined in 49 CFR Part 234.5.
- All incidents involving the leakage or spillage of material as a result of railroad operations or incidents.

• All derailments involving cars containing commodities required to be placarded by 49 CFR Part 172 & 174

• Derailments involving or meeting any of the following:
  - More than one (1) car, (including a power unit as a car)
  - The car is not in the normal upright operating position
  - The car has traveled more than 200 feet derailed
  - The car has traveled through a grade crossing derailed
  - Any incident involving the movement of on track equipment that results in personal injury to a non-railroad employee.

***NH DOT Rail Incident Reporting Procedures:***

Monday – Friday, 08:00 – 16:00 hours – In order of preference. Stop when one is reached:

• Will Stanfield – NHDOT Railroad Inspector/Investigator 603-931-0384
• NHDOT Bureau of Rail and Transit – 603-271-2468
• NH Transportation Systems Management & Operations Systems (TSMO) 603-271-6862

Weekends & State holidays – In order of preference. Stop when one is reached:

• NH State Police Dispatch In-State Emergency 603-271-3636
• NH Transportation Systems Management & Operations Systems (TSMO) 603-271-6862
  o State Police relays information to TSMO to contact the appropriate NHDOT Personnel as necessary.

Incidents that involve hazardous materials require the additional following notification.

• The State hazardous materials unit 1-800-346-4009
• State police dispatch 603-271-3636
• National response center 1-800-424-8802



**August 2025 Track Inspections**

***To:*** Stanfield, William
***From:*** Cookie Sodergren
***Subject:*** August 2025 Inspections
***Sent:*** Tuesday, September 2, 2025 9:00:02 AM

I hope this finds you well and I hope you had a great holiday weekend? We are entering into a little lull between the summer season and foliage season, in which we can get a quick breather before heavy ridership hits us again. All has been progressing well on the mountain as well as here at the Base station. Currently we are working at the slow start of upgrading our mainline side of the Base track from the Base Switch to the Shop facility. At this time, we have roughly 200 feet of track laid from the Switch towards the shop with about 150 feet in serviceable condition. On mountain maintenance continues as needed however I am currently down myself and one other track crew employee at this point so on mountain upgrades are progressing slower than I'd like. I am also working to secure a contractor to preform some vegetation control this upcoming spring from the Base Station to the Halfway House section to mitigate better the vegetation under and adjacent to the track. I am currently working with VCS looking into their services potentially. As this progresses, I will most definitely keep you well informed.

Please find attached my inspection report for August 2025. I hope you have a great week ahead and should you have any questions or comments please contact me at your convenience. Best regards as always *Cookie*



**September 2025 Track Inspections**

***To:*** Stanfield, William
***From:*** Cookie Sodergren
***Subject:*** September 2025 Inspections
***Sent:*** Thursday, September 25, 2025 10:55 AM

Good Morning Will

As always, I hope this finds you well. Finally getting a bit of rain as I type and looks like it will continue most of the day. Foliage season has finally arrived here on the mountain and most of the surrounding areas. Works continues on the mountain on preventative maintenance projects and in the Base area on much needed upgrading to the mainline side of our base track. Please find attached my inspection reports for September. Please note that the 2 items listed on the 9/9/25 report have been completed within the 10-day prescribed time frame and I just noticed that they were not marked off on the scanned report. Both items (966 and 606) were corrected on 9/17/25. Over the month of August, we have been working at the manufacturing of new center racks for the mainline side of our base track upgrade project plus installation of roughly 250 feet of new track from base switch down. On the mountain we replaced a couple caps that were well on the way to becoming defective in short order as well as nearly 50 bolted ties that were in poor condition heading also to defective status and have started brush hogging from halfway house towards the base adjacent to the tracks to the wood line. I am currently working with VCS out of the Massachusetts area on the possibility of some more effective vegetation control measures from the base to Upper Waumbek area next year possibly.

In the coming weeks it is my goal as time and manpower permits, to replace some center racks as well as more ties and hopefully more caps as we can. At this point in time, I find myself with just one other full time track crew employee so that has slowed my progress on my job goals a little bit. Lastly with the end of normal operating season to the summit looming in the not-too-distant future as usual once we suspend passenger operations to the summit, I will be removing sections from passenger service for the winter months via Bulletin Order in which case I will forward that to you as well.

Shall I anticipate a visit from you prior to the end of normal operations this season? I thank you as always for your time and attention and extend my best regards to you and all down there.

Keep well and Keep Safe. *Cookie*



***From*:** Stanfield, William
***To:*** Cookie Sodergren
***Subject*:** September 2025 Inspections
***Date:*** Thursday, September 25, 2025 1:24:00 PM

Hi Cookie

We're certainly happy for the rain. The FRA is keeping me busy with field training however I may be able to squeeze in a quick trip up. When do you start removing tracks to the summit from passenger service?

Take care, *Will*



**Mount Washington Railway Company**
**Request for Zoning Change**
**Coös County Planning Board**
**October 17, 2025**

Dear Chairman Waddell & Members of the Planning Board:

I am writing to formally request that the Coos County Planning Board consider a zoning change for the newly acquired land that the Mount Washington Railway Company ("Cog Railway") received in the land ex-

change and resulting Boundary-Line Adjustment with the United States of America (White Mountain National Forest) located in Thompson and Meserve Purchase, Chandler Purchase and Sargents Purchase. Please see attached recorded Boundary-line Adjustment Plan. The land acquired from the United States of America is currently designated within the Management District and we are requesting that the land be reclassified to the General Development District, the same as the Cog Railway's existing land. Since all the land acquired from the United States of America is contiguous with the Cog Railway's land it would seem to make the most sense to simply extend the existing General Development District designation to the new boundary line. An additional rationale for this request is the evolving needs and growth opportunities for the Cog Railway. The General Development District designation would allow for a much broader range of uses and more flexible development options, which are consistent with the Cog Railway's existing use of its land.

Specifically, the property's location, accessibility, and existing surrounding infrastructure make it well-suited for responsible development that would benefit local tourism, increase the tax base, and create new opportunities. The current Management District designation imposes limitations that would no longer be aligned with the property's highest and best use. The Cog Railway is committed to working closely with the Planning Board and the community to ensure that any future development is conducted in a manner that respects local values, preserves environmental quality, and contributes positively to Coös County's future. To that end, as you may recall, as part of the land exchange the Cog Railway agreed to not develop certain areas of its newly acquired land. See Note 7 on the attached Boundary-line Adjustment Plan *(found in following Maps section)*. I respectfully request that this zoning change be placed on the agenda for the next available Planning Board meeting. Please let me know if additional information or documentation is required prior to consideration. I look forward to your response and the opportunity to discuss this request further. Thank you very much for your time and assistance with this matter.

Very Truly Yours,

Earl W. Duval

Earl W. Duval, General Counsel
Mount Washington Railway Company

**October 2025 Track Inspections**

***To:*** Stanfield, William
***From:*** Cookie Sodergren
***Subject:*** October 2025 Inspections
***Sent:*** Friday, October 24, 2025 8:41 AM

Good Morning Will

As always, I hope this finds you well and not to overly busy. Our traditionally short autumn season here on the mountain looks like it is starting to slowly transition into more winter conditions on the mountain as we close in on the beginning of November. I can only hope for a little burst of " Indian Summer" conditions at the upper end of the line to finish off some small details before full out winter hits, if not I can easily get to them in the spring. Please find attached my inspection reports for October 2025 with no defects to report. I did identify several racks between cap 251 and 256 that were trending quickly to a defective status which would have come most likely during the winter months and not at a time for reasonable conditions to have to preform remedial action repairs or replacements. So, these were replaced last evening consisting of 2 short (142 15/16") center racks and 2 Normal (144") center racks plus 4 center pieces. These, being between the Base Station naturally and Waumbek Station, which sees continuous use year-round the are subjected to more wear and tear than the rest of the track structure. There have been several other center racks that have been identified and replaced on the mountain in the same condition earlier this season.

Please be advised that it is my intention to remove the track structure from the Summit to cap 516 (Upper Waumbek Switch from passenger service this coming Tuesday (10/28/25) formally for the winter as per usual. Once this is done, I will promptly let you know. After this point is my intention to start some heavier preventative maintenance as weather permits in that section as well as focus on in service track as time and weather al-

lows as well. Should your time allow and you desire to come for a more detailed look and inspection prior to years end I will welcome the opportunity to join you to answer any questions you may have or take any guidance you may have to share.

I hope you have a great day and weekend ahead and thank you for your precious time and attention as afforded. Best regards as always, *Cookie*



From: Stanfield, William
Sent: Monday, October 27, 2025 10:15 AM
To: Cookie Sodergren
Subject: RE: October 2025 inspections

Hi Cookie,

Reports received. Winter is quickly approaching, especially so for you guys. I am of the same mindset to be more proactive with maintenance before winter hits so you're not doing heavier work in worse conditions.

I will definitely schedule an inspection before the years end, with the understanding that it will be limited to Base to Waumbek. I will get with you once I start working on my calendar.

Stay warm, *Will*



***To:*** Stanfield, William
***From:*** Cookie Sodergren
***Subject:*** October 2025 Inspections
***Sent:*** Tuesday, October 28, 2025 8:05:35 AM

Hello Will

Thank you and please le me know what works best for you. Formal Bulletin Order to be forwarded on to you as well shortly for your records. Kind regards as always. *Cookie*



**2025 Summit Passenger Service Cessation**

***To:*** DOT: Bureau 66 Rail and Public Trans
***From***: Cookie Sodergren
***Sent:*** Tuesday, October 28, 2025 8:46:23 AM

Will,

Please find attached ***Order 102825-a*** formally removing the track structure from the Summit to Cap 516 from passenger service for the winter for your records. Thanks you for your time. *Cookie*

***Bulletin Number:102825-a***

System Bulletin
To: All Train Crew and Operating Personnel CC: NH DOT Bureau Of Rails and Transit
Issued By: Track Foreman
Effective Date: 10/28/25 @ 0700 Hrs
Objective: Removal of Track from Passenger Service

Effective October 28, 2025 at 0700 Hrs, I am removing the track structure from the Summit to Cap 516 ( Upper Waumbek Switch) as well as the Waumbek Passing Track from service for passenger train operations for the winter season. The main line track structure from Base Station to Cap 516 remains in service for passenger train operations. This order shall remain in effect until annulled by a subsequent order.

Mark Sodergren
Track Foreman / Inspector
Mt. Washington Cog Railway

**2025 NH Transportation Department**
**Freedom of Information Request**

From: JitneyJr@jitneyyears.org
Sent: Thursday, November 6, 2025 11:57 AM
To: Seavey, Lura - NH DOT Communications Analyst
Subject: Time for a Cog Kid's regularly scheduled (?) email to the NH DOT rail people about the Mt. Washington Railway....

Lura – I hope this finds you and the rest of Team TranspoNH doing as well as can be expected as November begins to roll out and the federal shutdown rolls on. I've seen that the Cog has stopped passenger service to the Summit for the winter, so I expect Cookie has sent the Department's William Stanfield a change order. I believe my last tranche of documents from you included the May 2025 Track Standards Revision and the May 21 Inspection report from Cookie. Thanks & rgds, Jitney Jr

From: Seavey, Lura
Date: Tuesday, November 25, 2025 at 10:09 AM
To: Jitney Jr
Subject: NHDOT RTK #1468 - complete

Good morning,

As I had hoped, Will was able to pull those files together quickly. He did not have everything you were looking for, but he provided comments in response to each, so I have copy-pasted his responses below for you (he highlighted his comments...)

• Track Inspection Reports from May 21, 2025 forward... including any from Mr. Stanfield visiting the mountain. (These have contained photos in the past) ***Inspection reports received from Cog uploaded as requested. No NHDOT inspections have taken place during this time.***

• System Bulletins since Bulletin Number:040825-a ***Uploaded as requested.***

• Any correspondence, inspections and/or reports involving the suspension of steam service on May 5th, the repair of the No. 2's boiler such that limited service to Waumbek Station was resumed on August 29, 2025 and the order for new boilers for next year. ***No correspondence received regarding the suspension or limited resumption of steam service.***

• Any correspondence, inspections and/or reports involving installation of new track from Marshfield loading platform to the shops. ***Some communication is located within the inspection and bulletin emails that I uploaded.***

• Has the Cog sent you a copy of the trestle inspection reportedly being conducted by an outside consultant as per Federal Rail Administration rules (even though as railroad operating solely within NH, you guys are THE regulators! Live Free, indeed... ) ***No report was received. To my knowledge at this time, they are not required to send it to me, but I can request it for review if warranted.***

From: Jitney Jr
Sent: Wednesday, November 26, 2025 12:03 PM
To: Seavey, Lura - NH DOT Communications Analyst
Subject: Re: NHDOT RTK #1468 - complete

Lura –

I have downloaded and processed the material fulfilling my RTK request #1468. Thank you! Appreciate the quick turnaround, please pass along my thanks to Inspector Will. I appreciate your tease about impending good news – Good Luck AND I will leave my "Nudge Reminder" in my calendar for the remainder of my November 6th, 2025 email request that I believe Nicole Bryant will be handling when she can.... Ms. Bryant's answers to that part of my Nov. 6 email may answer my questions about lack of notification to you folks about Steam Service suspensions or receipt of independent reviews of track structure (Something Anthony initially requested but then decided to have the paperwork only exist at the Cog's corporate office). Thanks again for being a very professional "public documents" officer. My best holiday wishes to Team NH DOT.

Rgds, Jitney Jr



From: Cookie Sodergren
Sent: Wednesday, December 3, 2025 10:53 AM
To: Stanfield, William
Subject: November 2025 Inspections
Attachments: November 2025 lnspections.pdf

Good Morning Will

As always, I hope this finds you all well. It is also my hopes that you and all had a great Thanksgiving. We are now in full swing of our winter operations to Waumbek Station with plentiful snow and cold temps to add to the holiday feel. I just returned from a 2-week vacation away up North and am settling in for winter projects to prepare for the upcoming normal operating season. Additionally, I am starting to get a head start on my annual summary of completed projects and jobs for the 2025 season and hope to have that to you by or just after the first of the year. Please find attached my inspection reports for November 2025 as well. I hope you have a great day and week ahead and should you have any questions etc. please let me know at your leisure. Best regards as always. Cookie

Mark Sodergren
Track Foreman/ Inspector
Mt. Washington Cog Railway



From: Cookie Sodergren
Sent: Wednesday, December 31, 2025 3:10 PM
To: Stanfield, William
Subject: December 2025 Inspections

Will

I hope this finds you well and have had a great Christmas holiday. I hope all is settling into an even keel for you as well work wise? We are now in full swing of our winter operations and taking a bit of a well needed breath of fresh air with lighter numbers of ridership with our Waumbek Station excursions. Now fully into winter and here we are at the last day of 2025. I am working at closing out the year with many items and preparing for the upcoming normal operating season which I anticipate will be full of progress. Please find attached my final inspection reports for 2025 for the month of December. In reference to the December 17th report's notation regarding spool lubrication, I have spoke with the shop foreman and the lubrication devices are being maintained and monitored for proper functionality. Historically looking back during the years that we have operated during the winter it is consistent that adequate lubrication for the spools proves difficult to maintain as

with the cold and ice it is hard or near impossible to get the lubrication to stick. We are currently utilizing biodegradable bar and chain oil with mixed results. This I continue to monitor, and anticipate a more targeted percentage of center rack replacement over all between the Base station and the Waumbek Station area compared to the rest of the line as it sees year-round operation and of course the harshness of winter conditions. I am also nearing the conclusion of my annual report in which I hope to have sent to you before the end of this upcoming week. I was a bit more detailed in this report in comparison to previous reports as to be as clear and concise to highlight all aspects of yearly maintenance and development activities. In the ensuing years to come, I imagine that I will be more abbreviated in my summaries. As not to make this too lengthy as well, I will conclude and leave you with Best Regards as always from myself and the rest of the staff here at the Cog to you all and wishing you all a Happy Healthy and Safe New Year ahead. Cookie

Mark Sodergren
Track Foreman / Inspector
Mt. Washington Cog Railway

From: Stanfield, William
Sent: Wednesday, December 31, 2025 4:01 PM
To: Cookie Sodergren
Subject: RE: December 2025 Inspections

Wishing you and the crew a very Happy New Year.

Cold temps play havoc with getting lubrication to stick to metal. I'll try to dig up what the RR's use in their flange greasers in the winter. What other greases/oils have you tried? This one came up in a quick search for me when I looked for biodegradable oils with low temperature performance: https://www.schaefferoil.com/567mhtml

Will Stanfield
Railroad Inspector
Department ofTransportation

## Documents - 2026

From: Cookie Sodergren
Sent: Friday, January 16, 2026 8:38 AM
To: Stanfield, William
Subject: 2025 End of the year report

Good morning Will,

As always, I do hope this finds you all well? Just wanted to let you know that I should have the end of year report and summary to you hopefully by days end. I was going to send it the first part of the week however we have been fighting with problems with the internet and other system issues. I had the report completed and wanted to give it one last edit if needed and ended up losing the entire thing with a system glitch. This report is a little lengthy as to illustrate the best as I can on practices for maintenance and inspections as well as to summarize the years accomplishments. The intention to head off as many questions as possible on the end of any other persons reviewing the report. I thank you for your kind response and guidance on consideration for lubrication previously also. I am still looking through the list of products used in the past as to deduct them from consideration. Currently trying a biodegradable bar and chain oil. Time will answer my question naturally on effectiveness. Until then I'll continue to look for other alternative options and definitely keep you updated. I'm going to attempt to share that report via word file attachment. If you could confirm receipt and accessibility at your convenience, that would be great. I hope you have a great day and weekend ahead. Best Regards, Cookie

Mark Sodergren
Track Foreman/ Inspector
Mt. Washington Cog Railway

**Mount Washington Cog Railway**
**2025 End Of The Year Report**

To whom it may concern,
With 2026 on the horizon and 2025 fading away, I finish off this year looking back on a great productive season. In the following I will highlight in some detail the work done here on the Mount Washington Cog Railway to familiarize you with some of the finer points of the track maintenance portion of the operation. Typically, I am more abbreviated and anticipate I will be in future reports. This is intended to detail my approach as much as possible to the maintenance and upkeep of our unique track structure on the mountain as well as our progress on enhancements of our track at the Base Station.

2025 kicked off with the continuation of the replacement of our shuttle track at the Base Station this new track section was put into operation on February 21st. This project was initiated during the second to last week of October 2024 with the entire shuttle track as well as a small section of main line track being removed. The placing of 39-foot track panels continued until a solid connection was made in early February 2025. We then had to commence with the laying, gaging and welding of center racks. This final portion being completed on February 20th. Through the normal operating season there has been some predictable settling and sagging of this track as the ballast locks itself in. As this occurred jacking, realigning and cross leveling was continued as needed with more anticipated in the future. Also worth mentioning is that upon the completion of the mainline replacement in the upcoming season, there is a intentional curve on the passing track that will be removed and straightened to an even parallel profile to the mainline track.

Midsummer saw the removal of a section of the Base Station mainline track from the Base Switch approximately 400 feet down mountain (East) towards our maintenance facility and the installation of roughly 200 feet of new track laid on newly graded and ballasted grade with enhanced drainage. Other enhancements to the drainage system also include the newly installed drain basin at the steamer clean out pit which further improved the drainage away from the track structure Easterly towards the box culvert as well as a total replacement and upgrade of the previous corrugated culvert with a new culvert under the access road to connect from the Steamer clean out pit to the drainage ditch running the box culvert.

A vast majority of the dirt work, grading and drainage work was done by the fine crews of Presby Construction. The actual construction and installation of the new track section was completed by myself and the track

crew under my direction and supervision. This track upgrade project is just a very small component of a major upgrade planned for the entire property and operation in the near future.

The track structure on the mountain remains in good operating condition and continues to receive and take priority for continuous preventative maintenance and upkeep. This summer, like many operations these days, saw a shortage with track crew staffing. However, it cannot be overstated that the fine team of employees of the Cog consistently come together and combine their specific specialty skills to make amazing achievements come to fruition where and when needed. This dedication helped off set the shortage providing much needed help on a few occasions where extra manpower was needed.

Over the course of the general operating season a lot of attention was given to the renewal of many deteriorating untreated oak crossties which I shall highlight the counts in the following itemizations. There were a very high number of these crossties installed over the course of several seasons in past years and under a decade of on mountain service it was observed that there was a fair amount of them rapidly deteriorating towards and including defective status. Currently there are no defective bolted crossties of this nature in service that have been identified. Crossties referred to as "Floaters" are cross ties that serve the purpose as to provide additional rigidity for the track surface, offer a quick replacement option for a bolted tie that has become defective and offers additional area to stand safely and walk while performing routine inspections or general maintenance. These Floater ties also are all in reasonable service condition. The primary attention is to keep and get ahead of the rot of the bolted ties which maintain gage both for the rails as well as the center rack gage and spool spacing at center rack joints. A lot of attention was given to areas where there were higher percentages of defective or near defective crossties and newer treated southern yellow pine crossties were installed.

With the stresses of normal operation of train service on the track structure, it is commonly observed as well as monitored as needed, the normal checking of the timbers as they age. These checks can be small in nature and over the course of time will be observed to grow sometimes trending towards minor splitting. When splitting is observed or suspected to be starting or underway it is sometimes assessed to stabilize the timber with what is sometimes referred to as "Pad Bolts" or in our case "Ding Dongs". These Ding Dongs typically consist of a 3/4 inch bolt typically 12" in length run through a hole drilled through the timber and a square washer commonly of 3 to 4 inches square is placed on either end and the nut is drawn down to compress and slow down or stop the progression of the split. These Ding Dong bolts are applied to the caps, sills and posts most commonly and in most cases extend the service life of the timber for many years. In some cases, they are applied in the event as temporary remedial action to remove a timber out of defective status. In those instances, the timber is replaced with a high priority status.

The straightening, renewal and tightening of blocking is never-ending fact of general maintenance here on the mountain. With the upcoming season there will be more attention given to the blocking for the Jacobs Ladder section of the line as there is a fair number of blocks that are coming due for replacement and are nearing the end of their service life. No matter where on the mountain it must never be forgotten that beside the road base, that the blocking is the fundamental foundation of the operation. Throughout scheduled inspections, routine maintenance or general observation we are constantly tightening loose blocking, adding shims, or releveling as we encounter specific situations.

Over the course of the summer and early fall months' work to maintain the drainage bars or water bars adjacent to the tracks was on going and this is mainly focused between Upper Waumbek down to the base station, as there is more organic matter and cinders that easily obstruct the flow and minimizing these drainage devices to preform their full function of moving water away from the track structure. Further up the mountain the water mostly drains away from the track structure naturally being the base grade is mostly rock and stone acting as great ballast and requiring less intervention historically. Properly maintained water carrying devices, being universally important on all rail lines, is of crucial importance here on the mountain more so, as to prevent the blowing out or undermining of the blocking which can happen rather quickly as to carry the water away from the track structure as efficiently as possible. This has been more frequent within the last few years because of the heavy rains sustained here as well as statewide.

Vegetation, more so from the Halfway House to the Base Station, has been cut back over the course of the summer and trimmed down from under and away from the track structure as needed. It is at the point of the

Halfway House we start to enter the sub alpine zone where the trees start to get stunted in size rapidly as you move up the mountain and typically pose no obstruction to the track structure, train operations or trackside walking for the purpose of inspections or repairs.

As we enter our winter operating season, the snow has become abundant in depth more so this winter it looks like we are in for a more traditional winter ahead. There have been several snowblower trips to the summit to date thus far, to attempt to keep the line from getting to impacted from compacted snow and ice primarily on the track surface to promote quicker melt off in the spring. The last passenger operations to the summit concluded on October 27th and the track structure was removed from passenger service for the winter from the Summit to Cap 516 on October 28th.

To itemize more pointedly as, some of the completed items mentioned above are as follows:
*Installation of 128 bolted ties, 28 floater ties on the mountain
* Installation of 55 Ding Dongs (41 Cap 8 Post 6 Sill)
* Replacement of 10 Center Racks
* Replacement of 2 Caps (4 more new set out for installation in spring)
* Replacement of Approximately 200 feet of track on the Mainline at Base Station
* Completion of the shuttle track at the Base Station
* Improvement of drainage at the Base Station
* Relining, cross leveling of shuttle track at Base Station shuttle track
* Installation of new span over the newly constructed Steamer wash out pit
* Maintenance of blocking leveling and replacement of rotten / defective pieces and shimming
* Maintenance of Drainage devices on the mountain (Water Bars) * Cutting of vegetation under and adjacent to the track structure

It is my hope that this detailed report will help with familiarization of our operation and maintenance goals and methods here at the Cog. Also, I hope that the summary is concise enough to provide adequate information on detailed work completed in 2025. Should you have any questions or need any clarification please do not hesitate to contact me at your convenience. In closing I thank you for your time and attention to this matter. Wishing you a Safe, Happy and Healthy New Year.

Mark “Cookie” Sodergren
Track Foreman/ Inspector
Mt. Washington Cog Railway

From: Stanfield, William
Sent: Friday, January 16, 2026 10:41 AM
To: Cookie Sodergren
Subject: RE: 2025 End of the year report

Good morning sir,
Thank you for your message. I have received your report and will review it when I return to the office next week. I am in the field today with the FRA. What is your availability Jan 26-27 or the 29th ? I’d like to schedule an inspection with you understanding that it would be a riding inspection and only to Waumbek Station as you guys are in full winter schedule. Take care and stay warm.

Will Stanfield
Railroad Inspector
Department of Transportation

From: Cookie Sodergren

Sent: Saturday, January 17, 2026 9:29 AM
To: Stanfield, William
Subject: RE: 2025 End of the year report

Good morning Will

If January 29th works for you that would put me within the time frame for my biweekly inspection in which I usually do on Wednesdays but can just do on that date. If you can let me know a time frame to expect you here, that would be great. I will fully expect to have you on your way as to be back to Concord within your prescribed time frame. I hope your weekend was well. Cookie

Mark Sodergren
Track Foreman/ Inspector
Mt. Washington Cog Railway

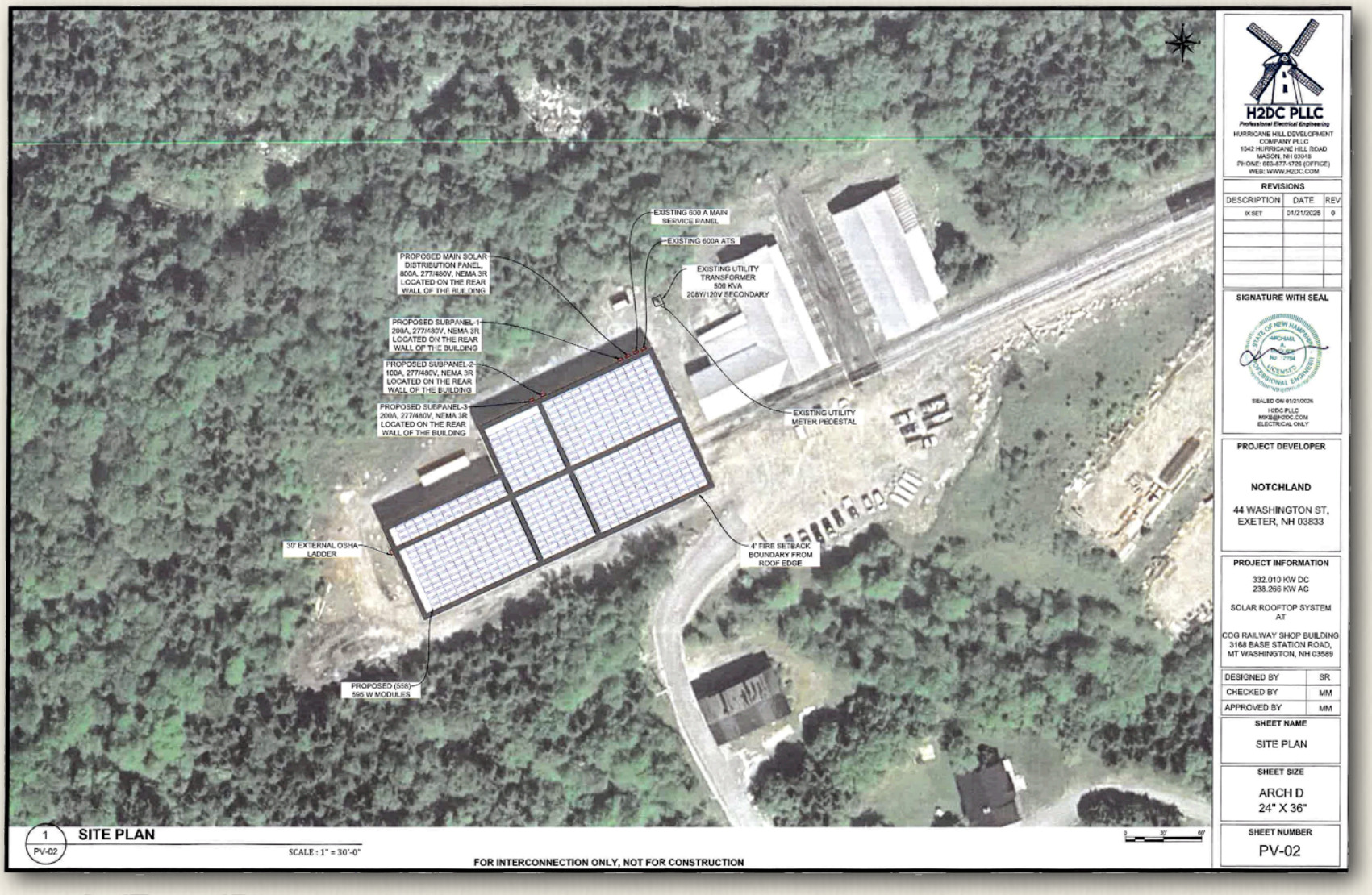
**Mount Washington Railway Company**
**Request for Zoning Permit - Rooftop Solar Installation**
**Coös County Planning Board**
**January 28, 2026**

Dear Chairman Waddell & Members of the Planning Board:

Enclosed herewith is an Application for a Zoning Permit ("Application") submitted by the Mount Washington Railway Company ("Railway") for the installation of a rooftop solar installation on the roof of the Railway's existing maintenance facility.

Included with the Application please find the following:

1. Completed Application for Zoning Permit Form.
2. Exhibit A to Application - Title, Right or Interest.
3. Exhibit B to Application- Location Map.
4. Exhibit C to Application - Site Plan.



5. $25 check made payable to Coös County for Filing Fee.

As discussed at one of our recent meetings, we are working closely with the NH State Fire Marshal's Office regarding our Building Permit and Electrical Permit. I will provide copies of the Permits upon issuance. If you have any questions regarding the Application, please let me know. Thank you.

Very Truly Yours,

Earl W. Duval, General Counsel
Mount Washington Railway Company

From: Stanfield, William
Sent: Thursday, January 29, 2026 4:08 PM
To: Cookie Sodergren
Subject: COG Inspection Report #26011-29-26

Attached is my inspection report from today's inspection from the shop to Waumbek Station. No defects observed. Cookie, thank you for your time today. Stay warm!

Will Stanfield
Railroad Inspector
Department of Transportation

**State Inspection Report**
**January 29th, 2026**

New Hampshire Department of Transport railway inspector William Stanfield conducted an inspection of the Mount Washington Cog Railway on January 29th, 2026. Weather Conditions: Wintery/Snow 5° F. Inspection from COG shop to Waumbek Station with COG Track Inspector (Mark "Cookie" Sodergren). No defects observed. Measured rack mismatch at Base Station switch high rack. East side mismatch measured 5/16in. West side rack angle iron has no mismatch but does show heavy wear and deformation from the cog wheel at rack joint. While not a defect at this time, close monitoring is recommended.

From: Stanfield, William
Sent: Thursday, January 29, 2026 4:15 PM
To: Cookie Sodergren
Subject: Wheel Flange Lube for Cog

Cookie

Here are the 2 wheel flange lubricants I briefly mentioned today. These say environmentally friendly/ biodegradable or NSF Food Grade H1. Hopefully, you find something that works better in the cold weather. Just let me know if I can help with any research.

CICOTL22B
https://cico-slt.com/products/cico-tl-22-b

Fuchs Locolub Eco
https://www.fuchs.com/us/en/product/product/12236-LOCOLUB-ECO/

Super Lube Railroad Grease
https://www.super-lube.com/product/super-lube-railroad-grease/

Will Stanfield
Railroad Inspector - Department of Transportation



From: Cookie Sodergren
Sent: Saturday, January 31, 2026 9:04 AM
To: Stanfield, William
Subject: COG Inspection Report #2601 1-29-26

Thank you Will,
Your time and attention was much appreciated.
Cookie

Mark Sodergren
Track Foreman/ Inspector
Mt. Washington Cog Railway



From: Cookie Sodergren
Sent: Tuesday, February 10, 2026 10:25 AM
To: Stanfield, William
Subject: January 2026 Inspections

Good morning Will,

I hope this finds you well and keeping warm. A couple of good cold blasts this week up here in the -20-degree range and more snow rolling in this afternoon. Please find attached my inspection reports for January 2026. All remains in good order at this point, and I am sure with the upcoming February vacation we should see a bit of increase in ridership numbers at that point. I hope you have a great day and week ahead. Best regards to all as always. Keep safe. Cookie

Mark Sodergren
Track Foreman/ Inspector
Mt. Washington Cog Railway



From: Cookie Sodergren
Sent: Thursday, February 26, 2026 10:47 AM
To: Stanfield, William
Subject: February 2026 inspections

Good morning Will,

I hope this finds you all well down that way and not too buried with that much snow. Spoke with my brother just around the corner from your office and last I heard maybe 2 inches out of that storm there. We only got a few flakes here. Yesterday was a bit different story on the hill however. It looks like we have quite the warm day forecasted for Saturday in the area in the upper 40's in the Valley. I can foresee that detailed attention will soon be given to blocking and drainage once winter starts releasing the icy grip a bit and the water start to flow .. Please find attached my inspection reports for February 2026. As I mentioned during our last inspection to Waumbek of my upcoming trip to Europe to see family, I do have that departure and return dates worked in around my inspection dates easily. I will be preforming my second of March's scheduled inspection on Tuesday the 24th and am planning on a shortened work day in which prior to departing for that day for my vacation, it will be my intention to get my March reports out to you for the month as so there is no disruption in my reporting. I will do my best to monitor my emails while I am abroad as I think that will be the best method for contact. I hope you have a great rest of the week ahead and weekend as well. Should you have any questions, please do not hesitate to let me know. Best regards to all as always. Cookie

Mark Sodergren
Track Foreman/ Inspector
Mt. Washington Cog Railway

***Bulletin Number:072525-a***
**May 1st, 2026**

System Bulletin
To: All Train Crew and Operating personnel cc NHDOT Rails and Transit
Issued By: Track Foreman
Effective Date: 05/01/26 @ 0700 Hrs
Objective: Placement of track structure into service Summit to Upper Waumbek

Effective May 1, 2026, at 0700 Hours I am placing the remainder of the track structure fromUpper Waumbek Switch to the Summit in addition to the Waumbec passing track, into service for passenger train operations. This also applies to Upper Waumbek as well as Lower Waumbek Switches. All movements over the line will be governed by the prescribed Operating Procedures and governed by the Train Master/Assistant General Manager, Assistant Train Master and of course the General Manager.

All Slow Zones I Orders and Proper Following Distances must be followed and adhered to. This order shall remain in effect until annulled.

Mark Sodergren
Track Foreman / Inspector
Mt. Washington Cog Railway

June 23, 2026

Honorable Jeanne Shaheen
United States Senate
506 Hart Senate Office Building
Washington, DC 20510

**Re: Mount Washington UNESCO Nomination**

Dear Senator Shaheen:

We respectfully request that you advance the nomination of Mount Washington as a United States (US) candidate for recognition as a World Heritage Site by the United Nations Educational and Scientific and Cultural Organization (UNESCO).

Over the past 18 months representatives of many entities connected to Mount Washington have met to consider the viability and desirability of UNESCO recognition for the Mountain. Those discussions have included the Appalachian Mountain Club, the Mt. Washington Auto Road, The Mount Washington Cog Railway, the New Hampshire Department of Cultural and Natural Resources - Mount Washington State Park (MWSP), the OMNI Mount Washington Resort & Spa, the Forest Service of the United States Department of Agriculture, the Mount Washington Observatory and a non-affiliated member of the public with deep connections to the Mountain *(Howie Wemyss)*. The Mount Washington Commission (Commission) regularly received reports of the discussions and heard the views of the members of that working group. At its April 2026 meeting the Commission voted to support UNESCO designation for Mount Washington.

As you are aware, there are many recognized and unique elements among the organizations and locations within the area that would be the subject of this designation. Those elements include recognition of the Omni

Mount Washington Hotel as a National Historic Landmark; recognition of the Mount Washington Cog Railway as both a National Historic and National Engineering Landmark; recognition of the Tip Top House in the MWSP by the National Park Service on its National Register of Historic Places; recognition by the National Weather Bureau (now Weather Service) of the 1934 world record wind speed recorded by the Mount Washington Observatory; construction of the Mt. Washington Auto Road using engineering methods that were then novel and its recognition as the oldest human- made and continuously operated visitor attraction in North America; recognition of the Appalachian Mountain Club as the nation's oldest conservation and outdoors organization and its network of mountain huts, including at Lake of the Clouds, as the oldest such continuously operated hut system in the United States; recognition that the footpath from AMC's Lake of the Clouds hut to Mount Washington's summit includes the Crawford Path, the oldest continuously used hiking path in the US; and, recognition that the MWSP and White Mountain National Forest both host unique, indigenous and endangered flora and fauna species around and at the summit of Mount Washington.

The Commission recognizes that much work needs to be done to accomplish UNESCO recognition. We are grateful for your suggestion, which instigated this effort, and the support and information provided by your staff. We understand that a next step for potential US candidates in the UNESCO process is to add Mount Washington to the list of sites under consideration by our federal government. If you agree with the prospect of the UNESCO recognition described here, we respectfully ask that you nominate Mount Washington to be added to the list of potential candidate locations overseen by the National Park Service within the Department of Interior.

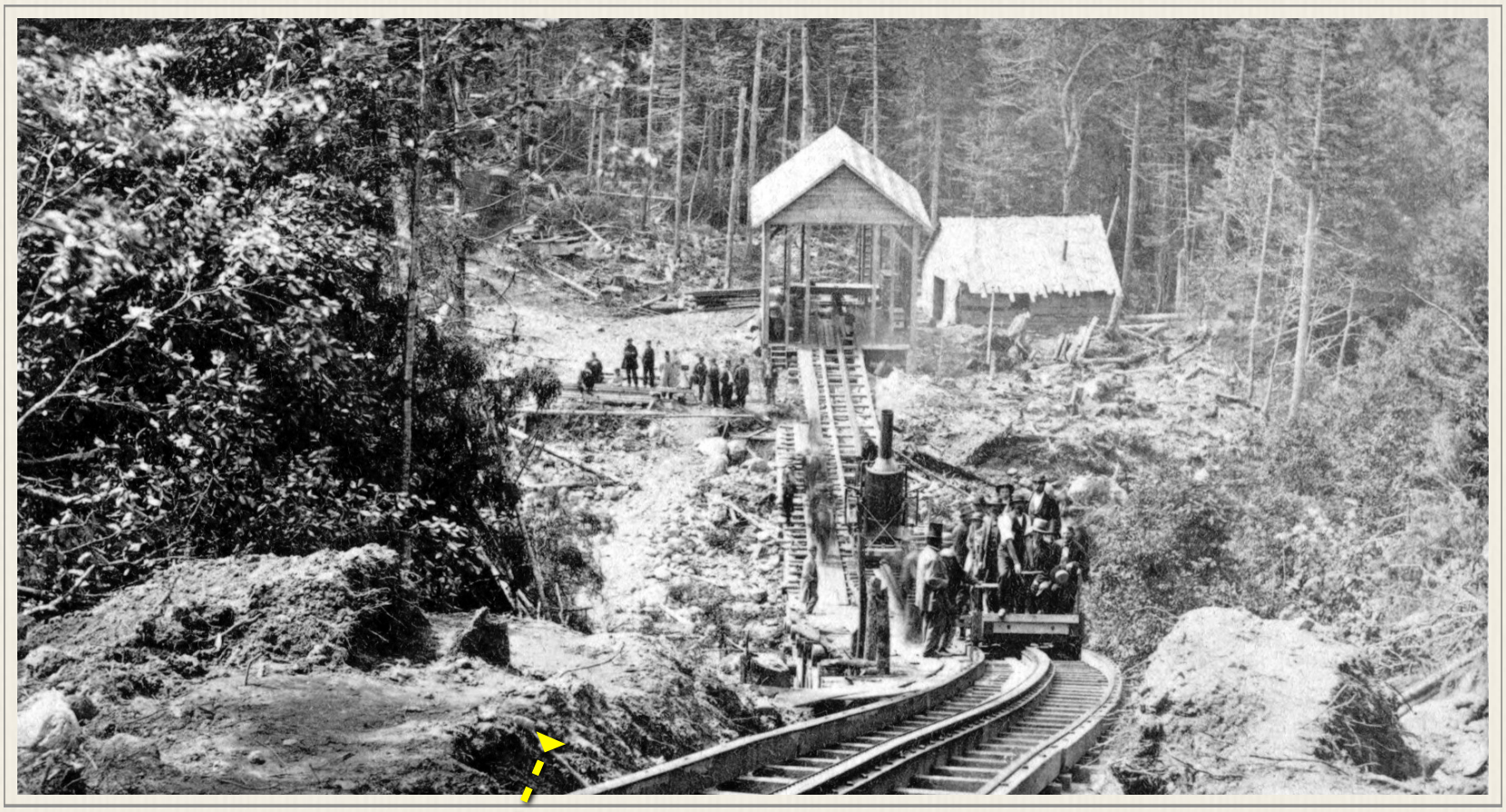
Thank you for your help. Please let us know if you have questions.

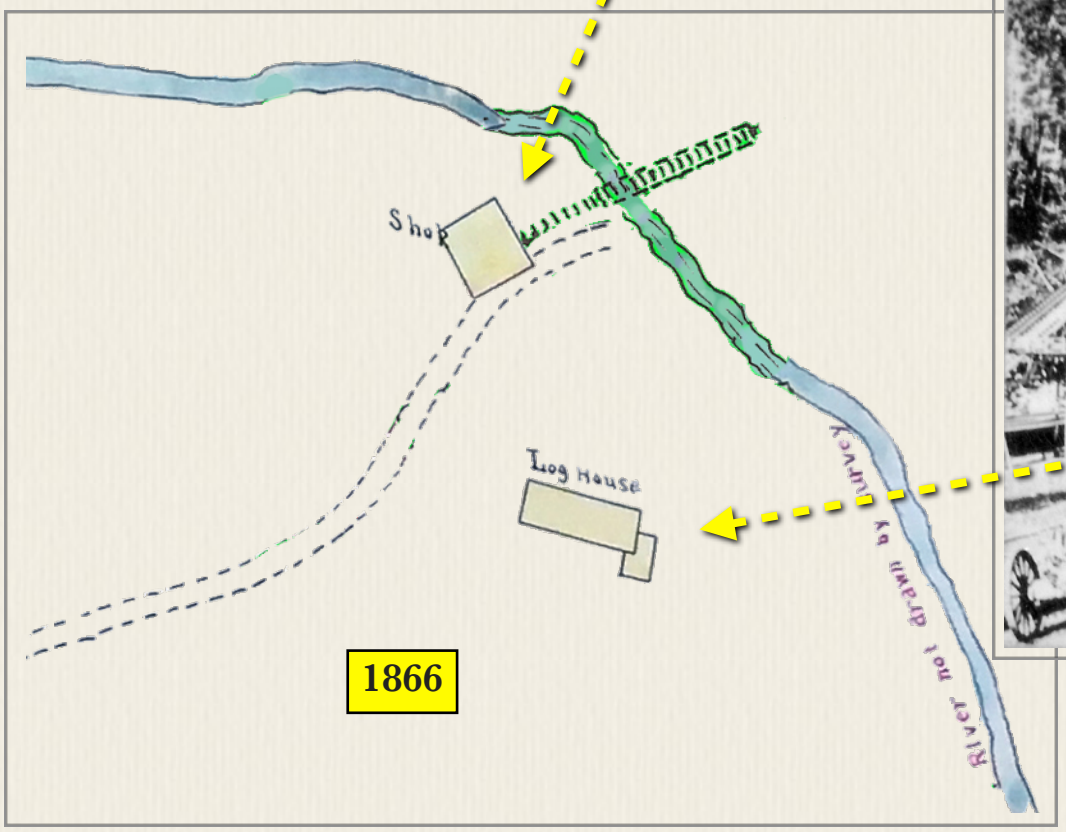
Sincerely,

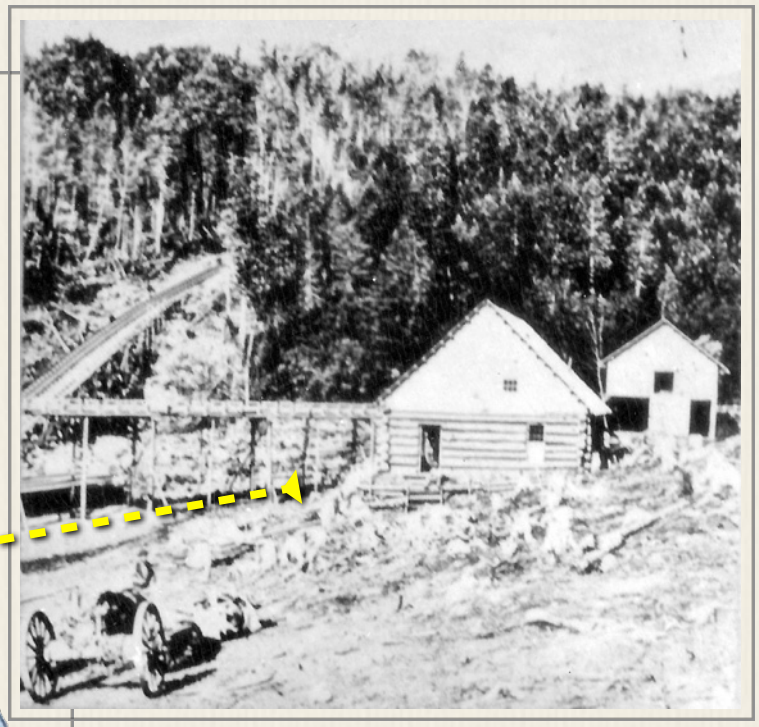
Mount Washington Commission
By: Robert C. Kirsch, Chair

CHAPTER 8

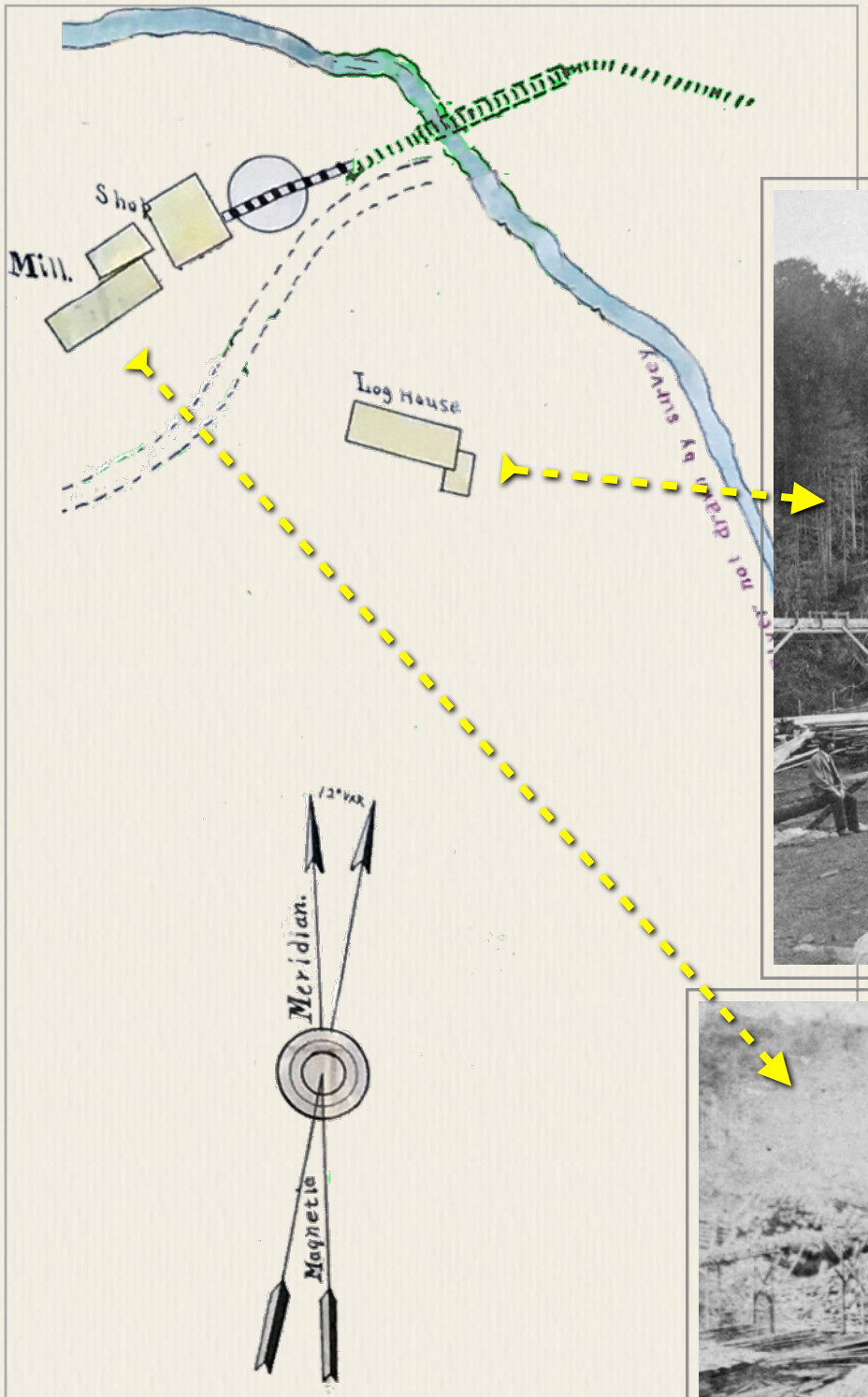
# Maps & Buildings

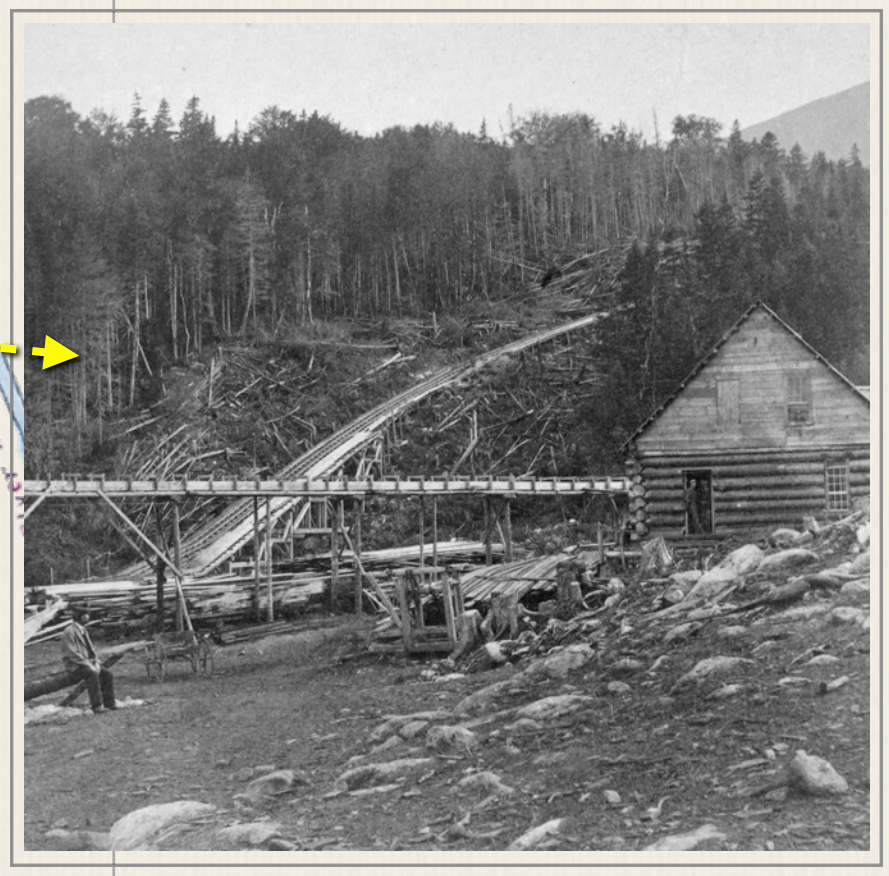


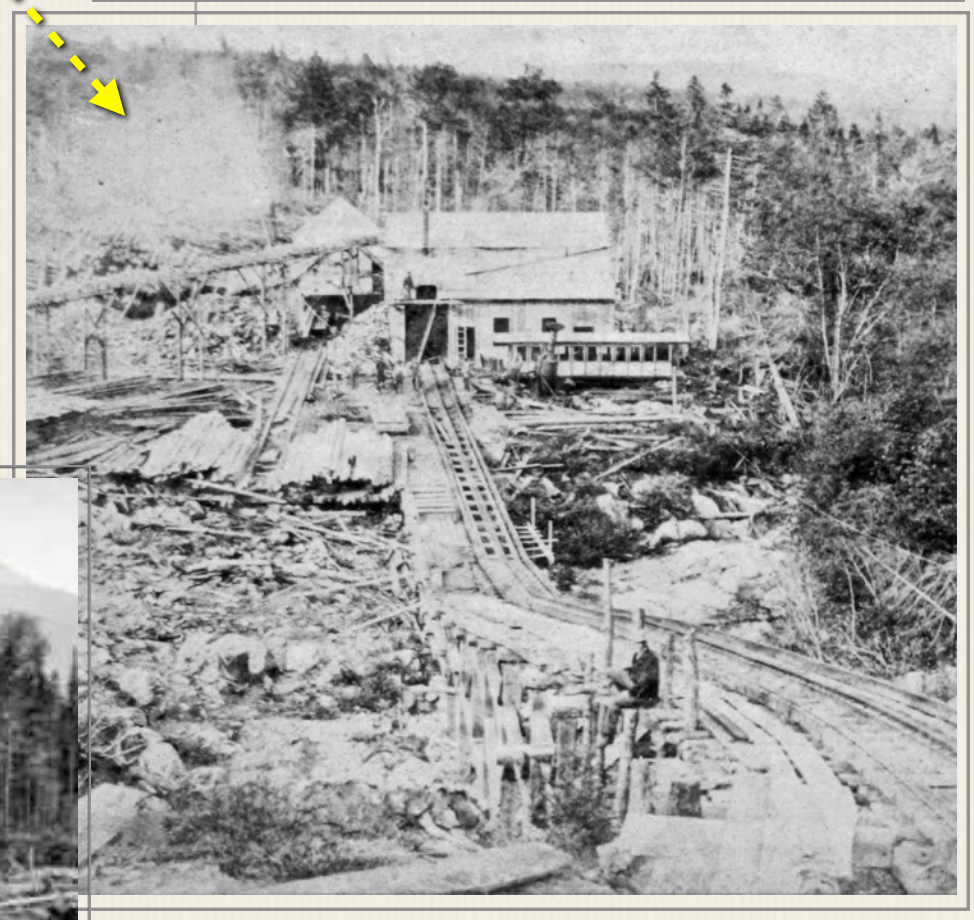


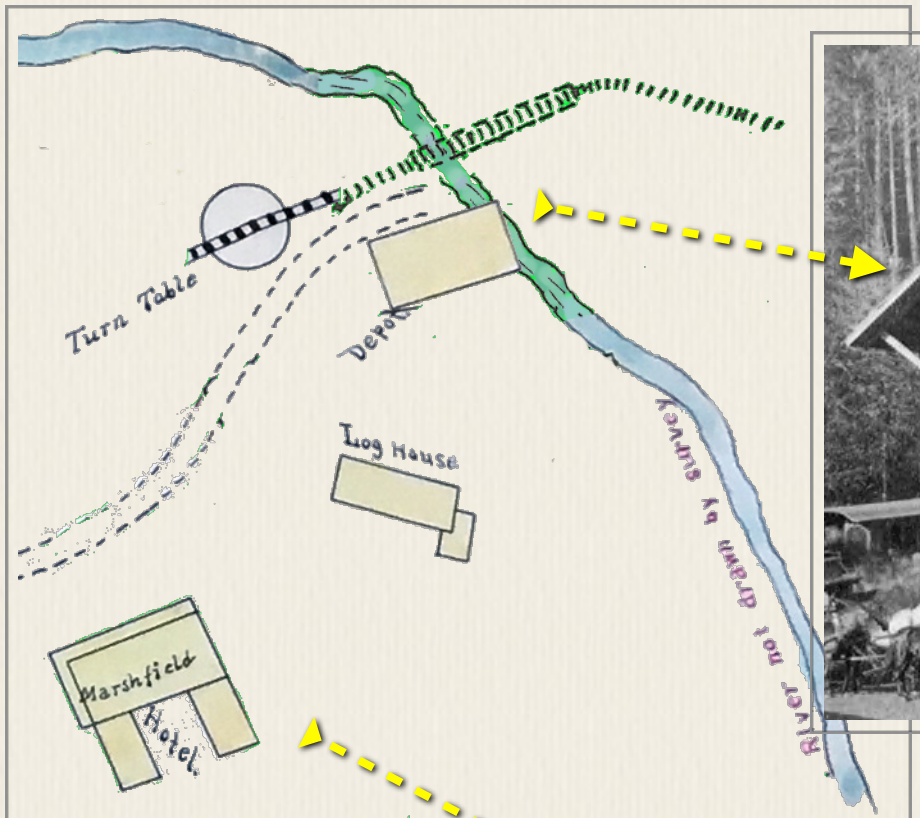
# Ch. 20 - Maps & Buildings 1866 - 1867



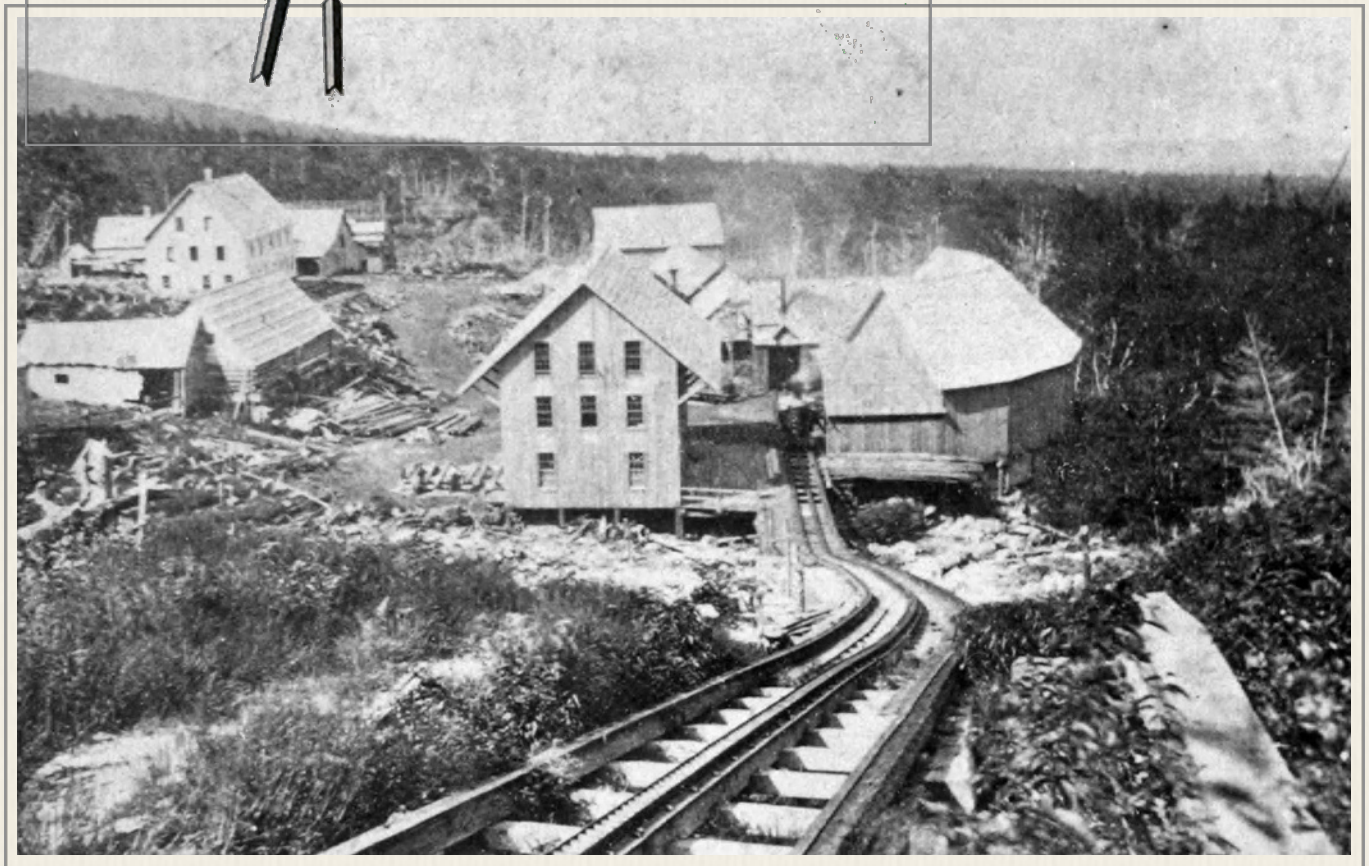




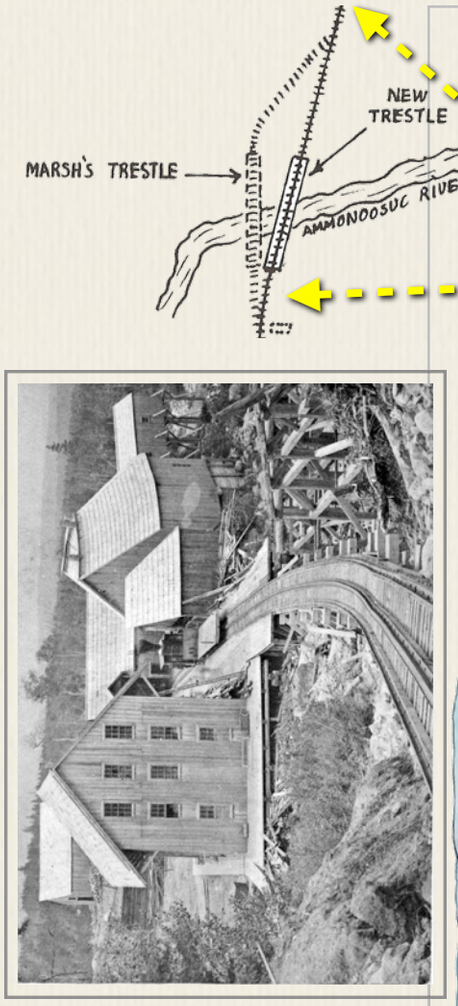

Turn Table
Depot
Log House
Marshfield
Hotel
River not drawn by survey
Meridian
Magnetic



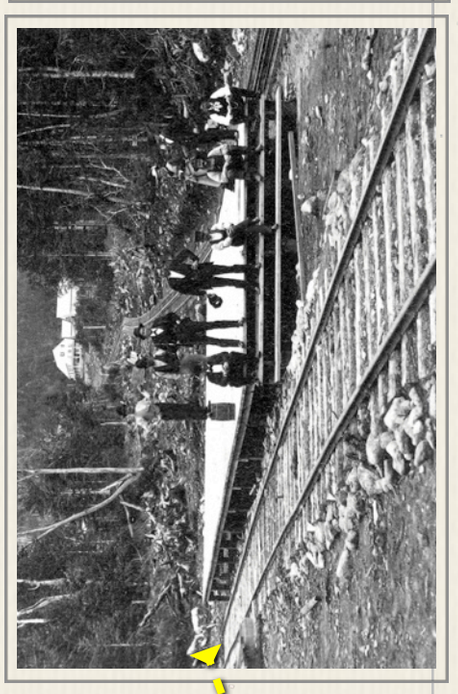




# Ch. 20 - Maps & Buildings - 1876

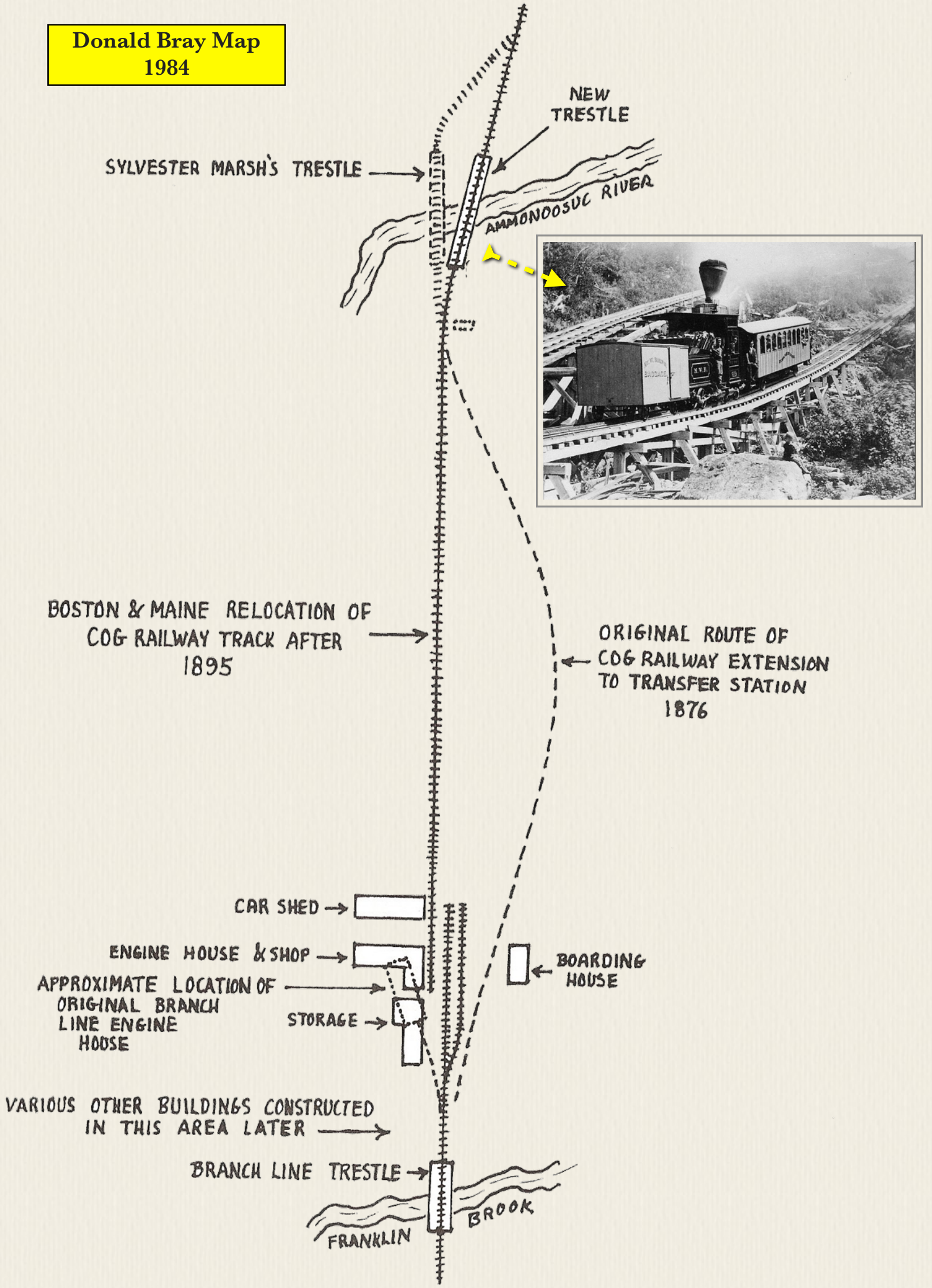


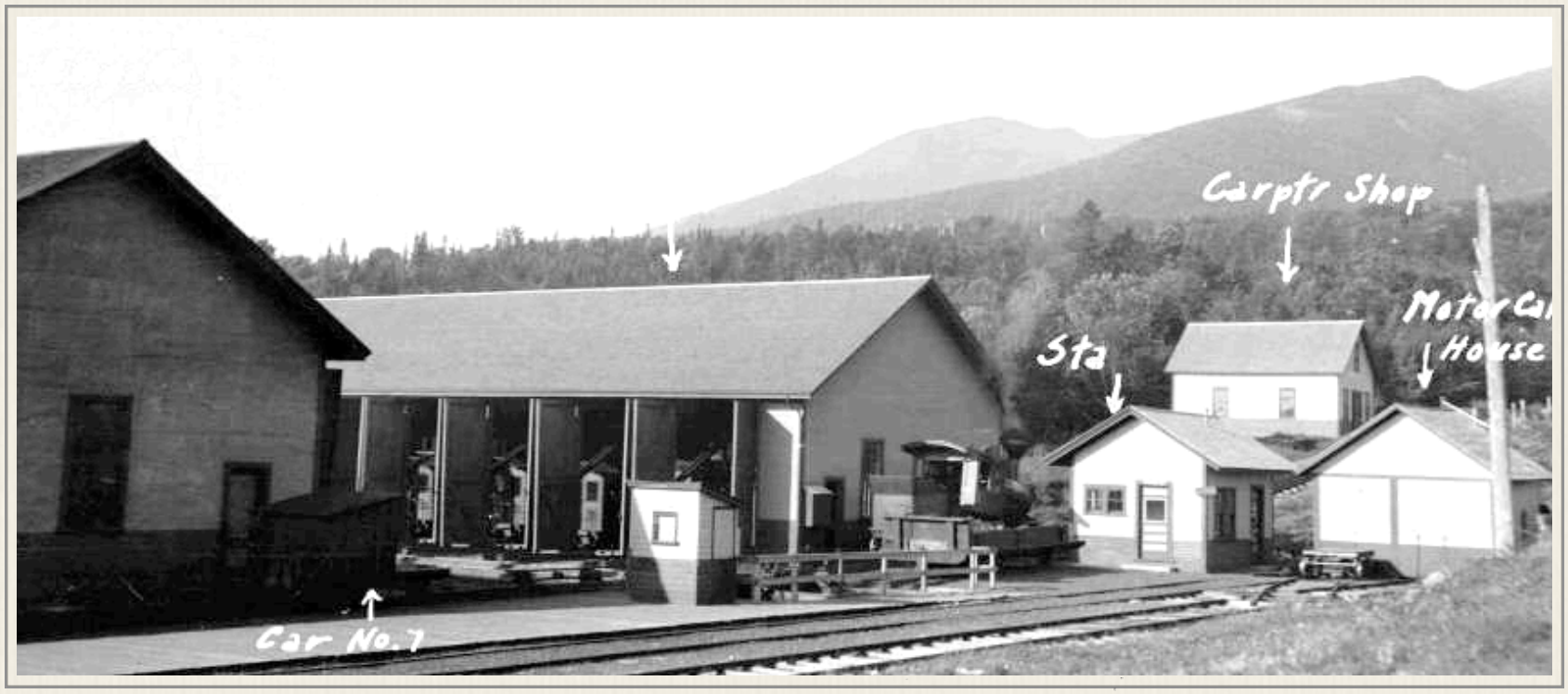




**Donald Bray Map**
**1984**

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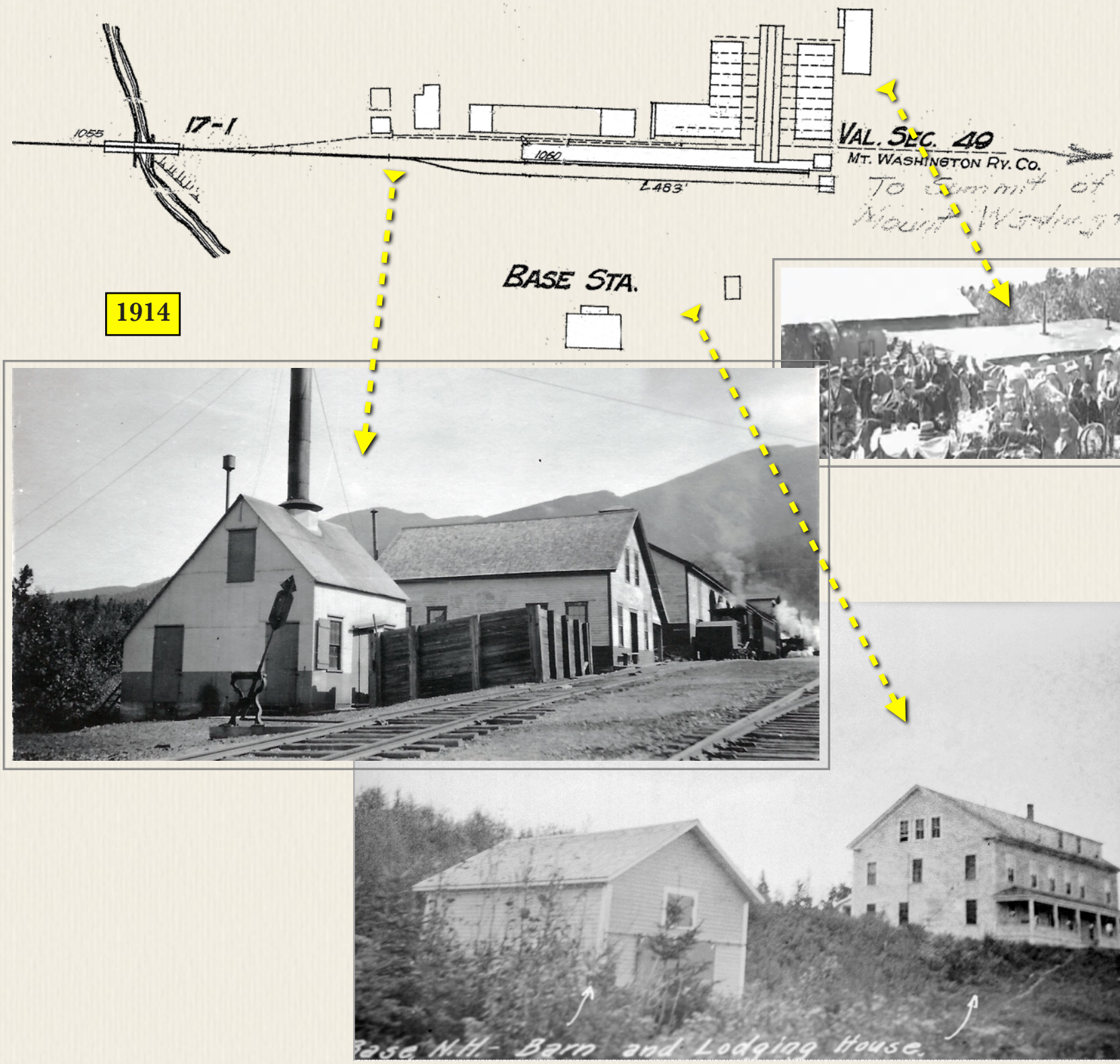
Car No. 7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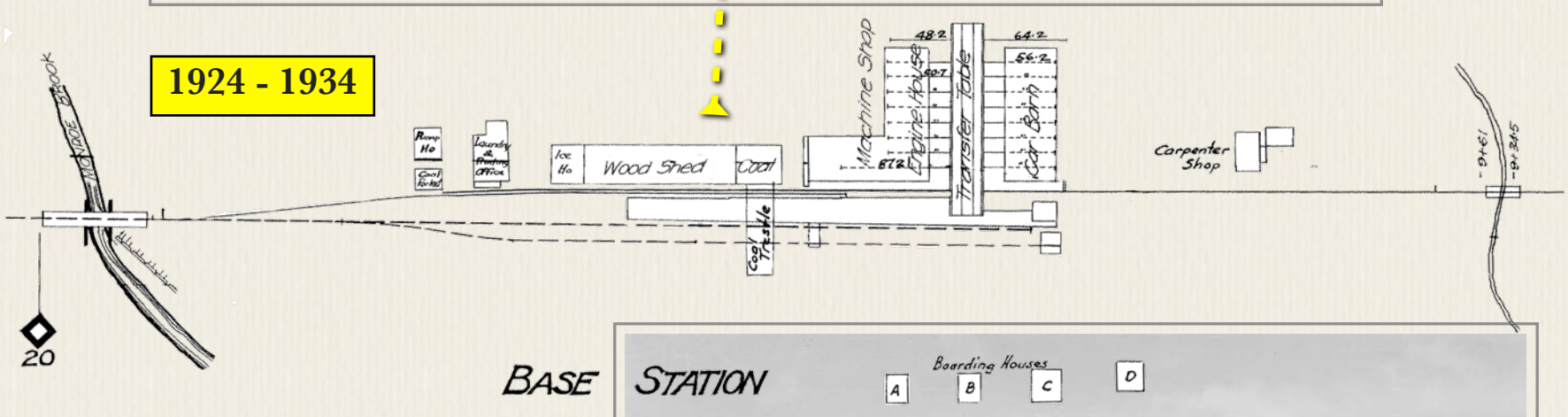
17-1
1060
L 463'
VAL. SEC. 49
MT. WASHINGTON RY. CO.
BASE STA.
1914
Base N.H.- Barn and Lodging House.


Repair Shop
Coal Shed
Baggage Car No. 7
Base N.H. 7-23-24

1924 - 1934

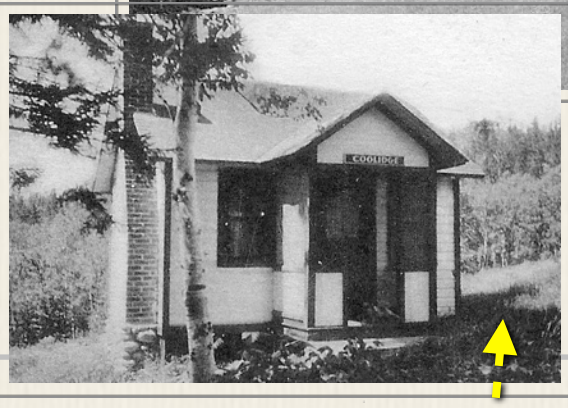

Machine Shop
Engine House
Transfer Table
Car Barn
Wood Shed
Coal
Ice Ho
Carpenter Shop
Coal Trestle
20


BASE STATION
Boarding Houses
A
B
C
D
Boarding House



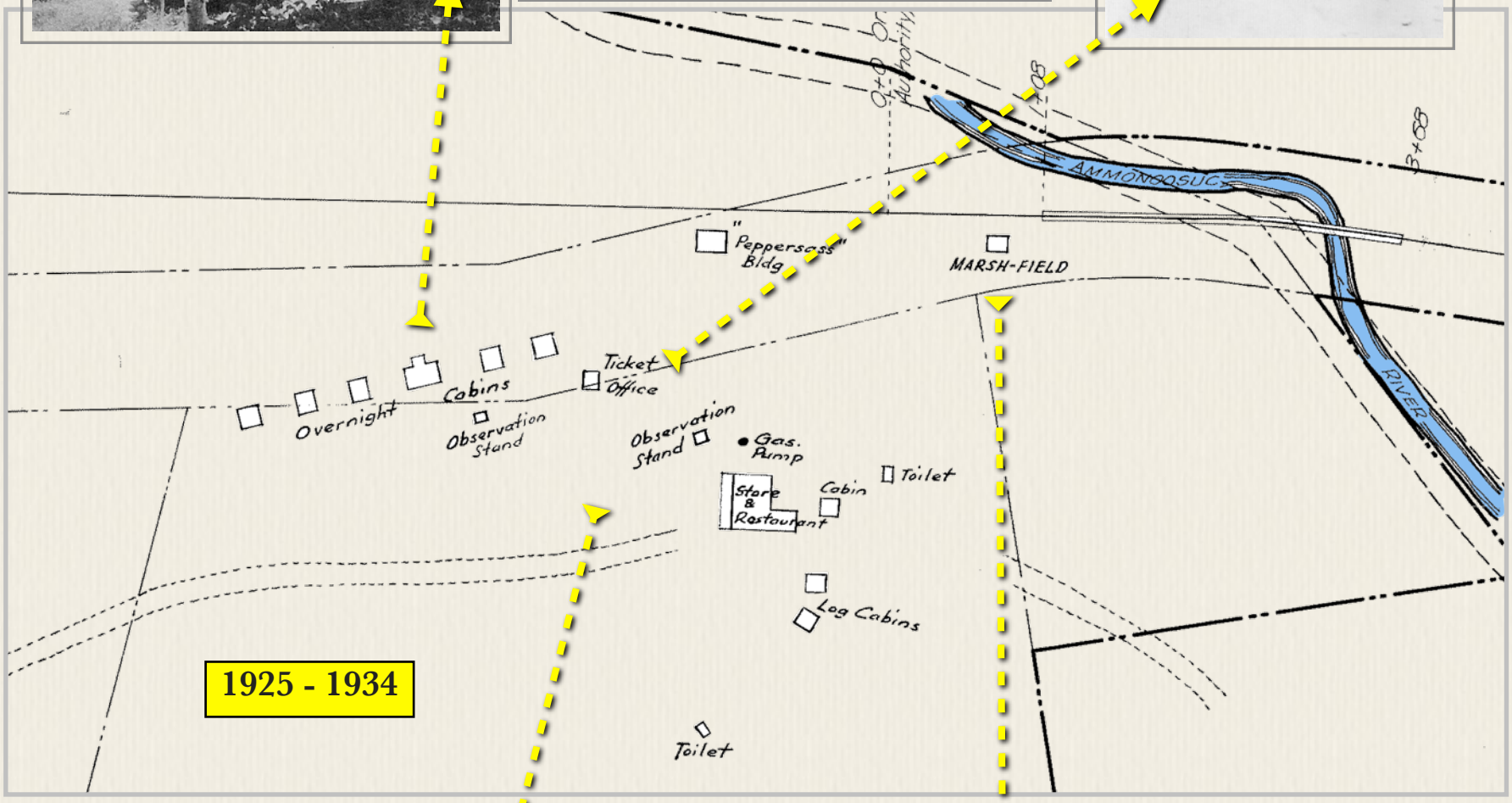
# Ch. 20 - Base 1925-1934

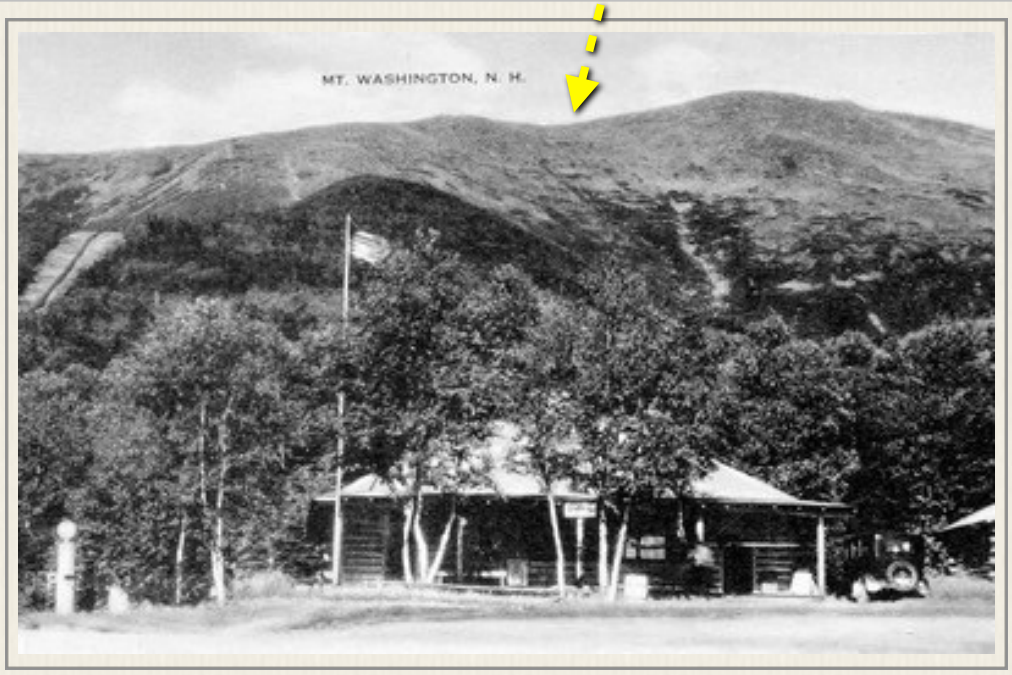




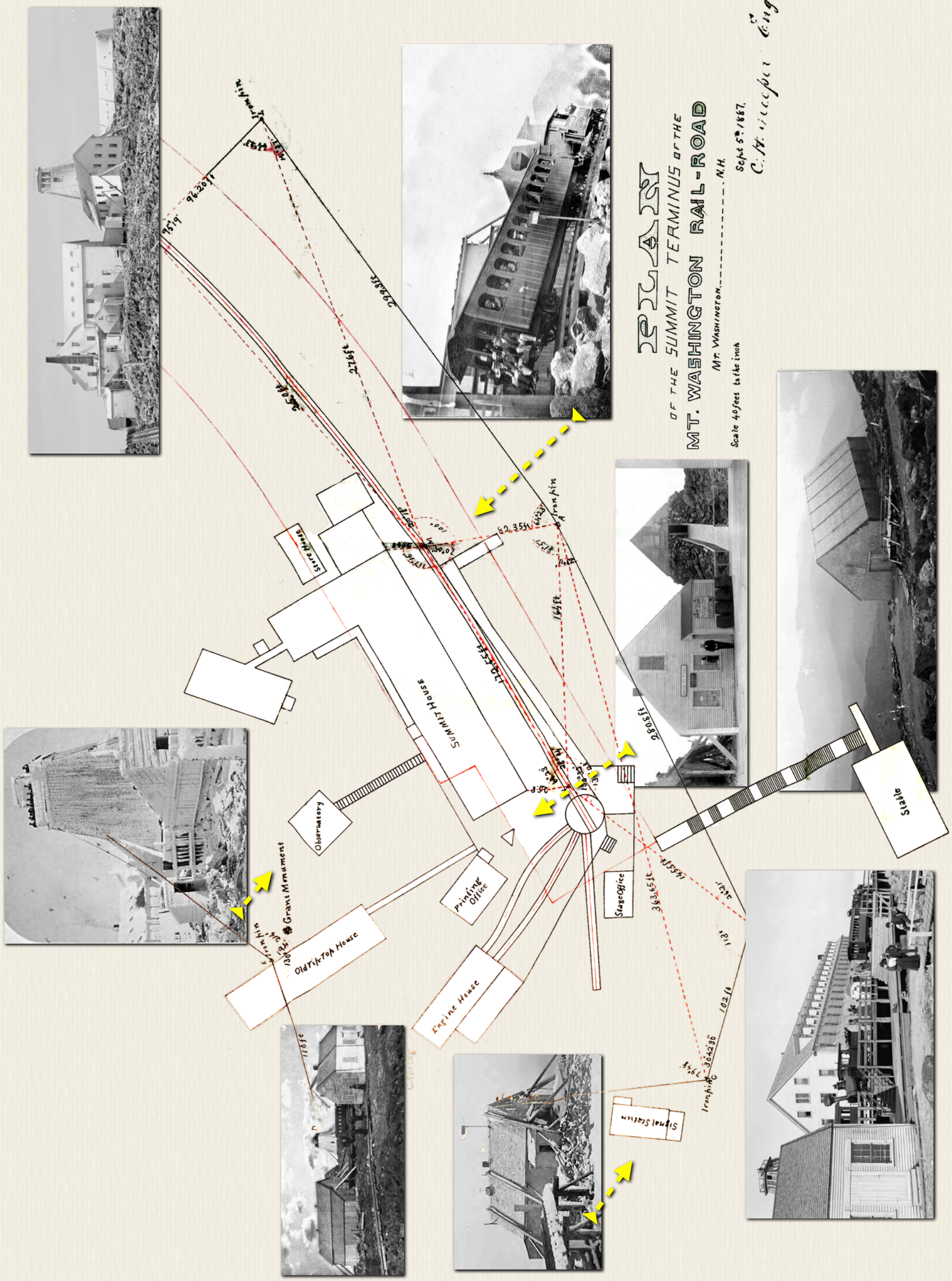


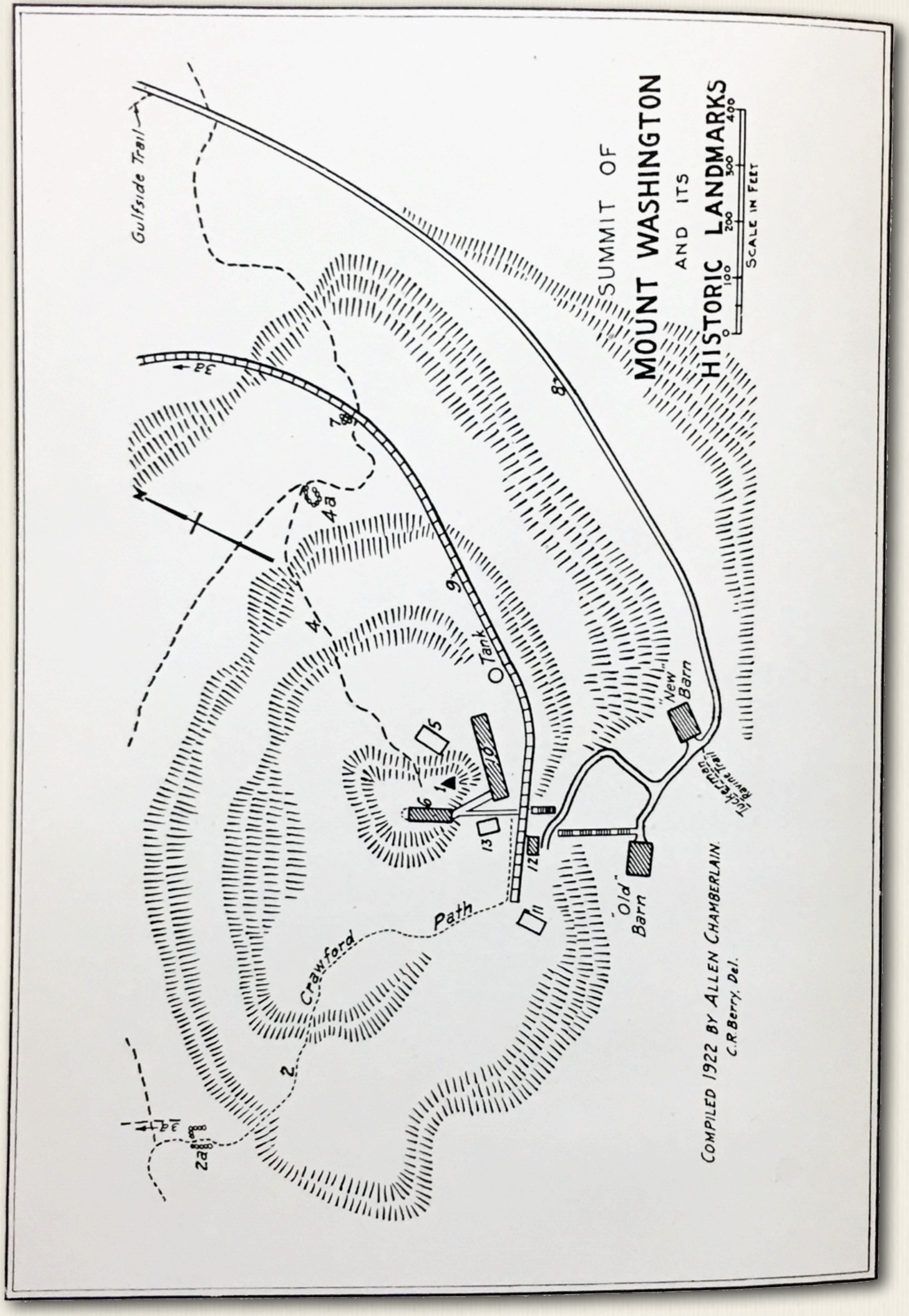






PLAN
OF THE SUMMIT TERMINUS OF THE
MT. WASHINGTON RAIL-ROAD
Mt. Washington, N.H.
Scale 40 feet to the inch
Sept 5th 1887.
Store House
Summit House
Observatory
Printing Office
Stage Office
Stable
Old Tip-Top House
Grant Monument
Engine House
Signal Station
Iron pin
299.8 ft
276 ft
96.20 ft
95.19
82.35 ft
164 ft
280.8 ft
363.65 ft
102 ft
110 ft


SUMMIT OF
MOUNT WASHINGTON
AND ITS
HISTORIC LANDMARKS
SCALE IN FEET
0 100 200 300 400
Gulfside Trail
Crawford Path
Tank
"New" Barn
"Old" Barn
Tuckerman Ravine Trail
COMPILED 1922 BY ALLEN CHAMBERLAIN.
C.R. Berry, Del.

## LANDMARKS AT MT. WASHINGTON SUMMIT

With the celebration of the centenary of the Crawford Path to the summit of Mount Washington in 1919 a new public interest was created in this famous old mountain resort. Many historic landmarks on and around the summit, the sites of ancient buildings, and the locations of the other old bridle paths, took on an antiquarian charm. That these points of interest might be located readily by visitors the accompanying map *(previous page)* has been prepared through the cooperation of the management of the Boston & Maine Railroad, copies of the surveys of its property at the summit having been used as a basis for the map.

## MAP REFERENCES

**1.** ***Summit rocks,*** 6290 feet above sea (U. S. G. S.). A small observatory was built there in 1854, and a much larger one in 1880. The latter was torn down in 1902. It is understood that the water tank now there will be removed.

**2.** ***Crawford Bridle Path***. First tourist path in the White Mountains. Laid out as a footpath in 1819 by the Crawford family. Improved as a bridle path by them in 1840. Still used as a footpath.

(**2a.**) ***Corral*** where saddle horses were left in bridle path days.

**3**. ***Second Crawford Path***. Built 1821. Improved as bridle path by Horace Fabyan sometime after 1840. Horses were left at the Crawford corral, it is said. Path still.traceable for long distances. Travelers on the cog railway may see bits of it at two places where it crosses under the line. An old trail, still traceable in part, connected the Crawford and Glen House corrals. *(See 4a.)*

(**3a.**) The ***first structure*** near the summit for the shelter of tourists was a stone hut built by E. A. Crawford beside the path of 1821. He built three in all there in 1823. The ruins of a hut, said by a son to have been built by E. A. Crawford, and supposed to be one of the three, still remain southeast of the Gulf Tank on the railway, and in plain sight from the cars. These huts proved unlivable owing to dampness. Location of the ruined hut is beyond the limits of accompanying map.

**4.** ***Glen House Bridle Path,*** built in 1851. Still traceable for nearly four miles above timberline.

(**4a.**) The old corral where the Glen House horses were left may be seen today near the Lizzie Bourne monument. *(See 3.)*

**5.** Site of the ***Summit House***, built in 1852. Demolished in 1884, and a frame house erected as servants' quarters for the large hotel built on present Summit House site in 1873. Destroyed by fire June 1908.

**6.** ***Tip Top House***, built 1853. Escaped fire of 1908 but its interior was burned out in August 1915. Restored in 1916, the walls were carried higher and the stone passageway to the Summit House built. Still used as an annex to the present Summit House and much patronized by trampers.

**7.** ***Monument*** where Miss Lizzie Bourne perished from exhaustion in September, 1855.

**8.** ***Carriage Road*** from Glen House. Eight miles. Opened in l861. Now used by automobiles as well as by horses.

**9.** ***Cog railway*** from Fabyans. The first of its kind in the world. Opened in 1869. Follows substantially the route of the second Crawford Pay *(See 3)*, spoken of as the Fabyan Path. Near Waumbek Tank (first tank above Base Station) the old path crosses under the track, and again near the foot of Jacob's Ladder. Another old path from Jefferson connected with the Fabyan Path near Waumbek Tank.

**10.** ***Summit House.*** First hotel on this site opened 1873. Destroyed by fire June 1908. Present House built, one story lower than its predecessor, and somewhat shorter, in 1915.

**11.** Site of ***U.S. Weather Bureau station***, built 1874. Destroyed by fire 1908. This station was established in the autumn of 1870. Supported the first winter mainly by private subscriptions with government cooperation. Thereafter it was maintained constantly winter and summer by the government until 1887, and from that date until 1892 in summer only. Abandoned then as ineffective. Prior to 1874 observers occupied the old railway station that stood just south of the present Summit House. Station blew down in 1874.

**12.** ***Stage Office***. Originally used as a booking station for passengers descending by the carriage road. Built 1878. Now used as a lodging for trampers.

**13.** Site of ***printing office*** where the daily paper, *Among the Clouds*, established 1877 by Henry M. Burt of Springfield, Mass., was published for many years. It was built in 1884. Destroyed by fire 1908. Prior to 1884 the paper was printed in the Tip Top House. After the fire the office was at Base Station until its discontinuance in 1917. *Camden Cottage shelter built near this site 1922*

In 1841the Crawfords built a board shanty somewhere near the summit as a night shelter for visitors. Edward Everett Hale said that he spent a night there in that year. The latest record of its existence is 1844. No one knows its exact location or what became of it.

At one period sleeping quarters for stage drivers and others were provided in the loft of the "old" barn, reached by an outside stairway.

No attempt is made to show the locations of the unsightly old train sheds that formerly stood just south and west of the Summit House. *- Appalachian Mountain Club Journal - pgs. 263-265 via Rob Bermudes Jr.*

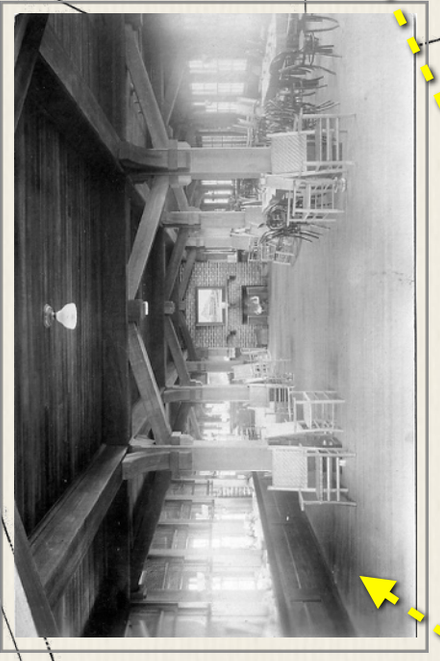
# Ch. 20 - Summit 1925

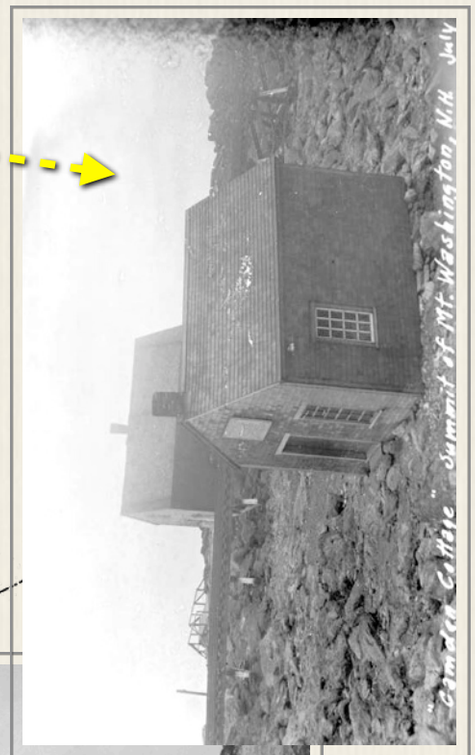




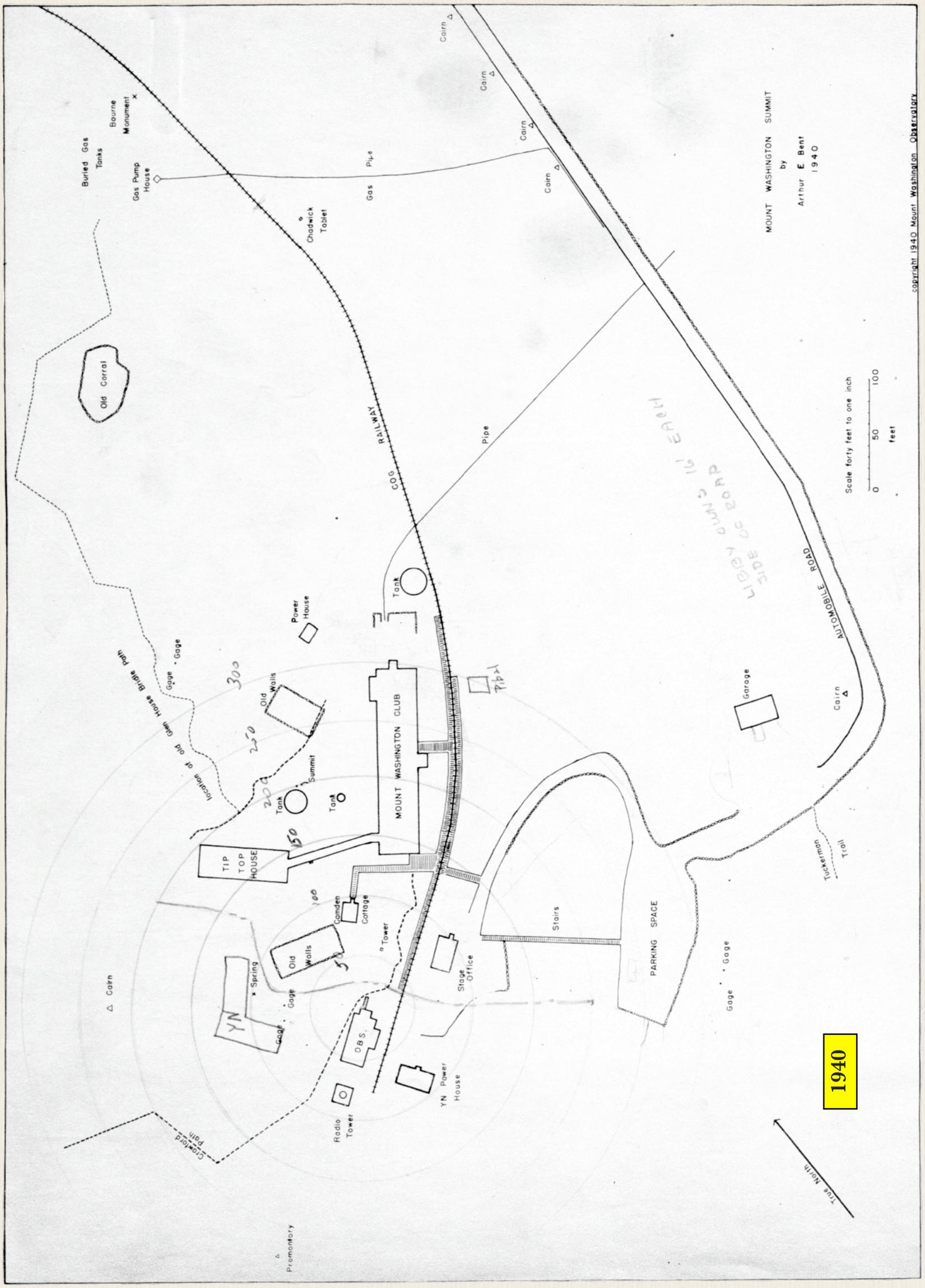
*Above: Looking Up Mountain*
*Left: Looking Down Mountain*

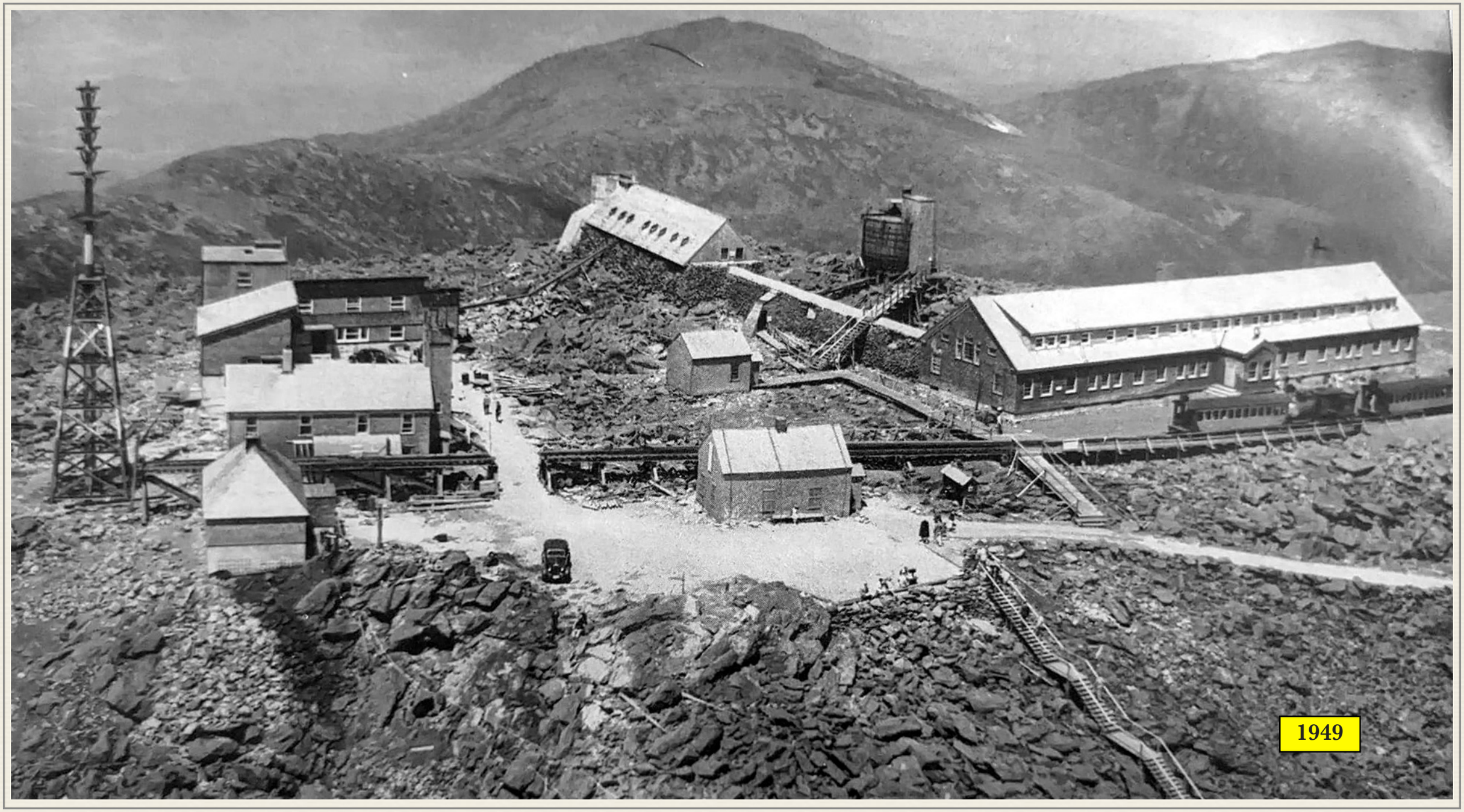


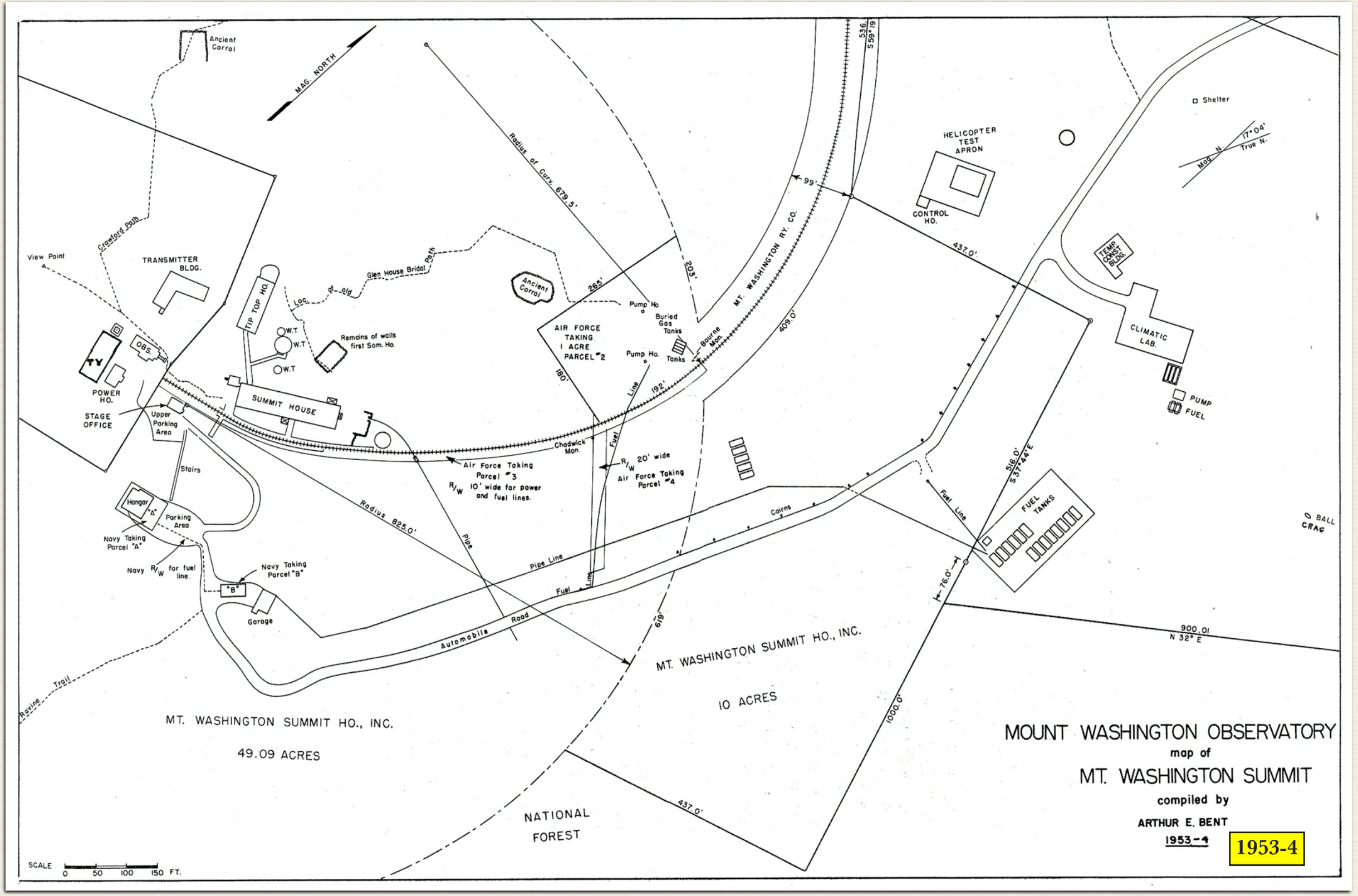







MOUNT WASHINGTON SUMMIT
by
Arthur E Bent
1940
copyright 1940 Mount Washington Observatory
Scale forty feet to one inch
0 50 100
feet
Buried Gas Tanks
Bourne Monument
Gas Pump House
Gas Pipe
Chadwick Tablet
Cairn
Old Corral
RAILWAY
COG
Pipe
Power House
Tank
AUTOMOBILE ROAD
Gage
Location of old Glen House Bridle path
300
250
200
150
100
50
Old Walls
MOUNT WASHINGTON CLUB
Summit
TIP TOP HOUSE
Camden Cottage
Tower
Spring
OBS.
Radio Tower
YN Power House
Stage Office
Stairs
PARKING SPACE
Garage
Tuckerman Trail
Cloudland Path
Promontory
True North
1940


1949




# MOUNT WASHINGTON OBSERVATORY

map of

## MT. WASHINGTON SUMMIT

compiled by

ARTHUR E. BENT

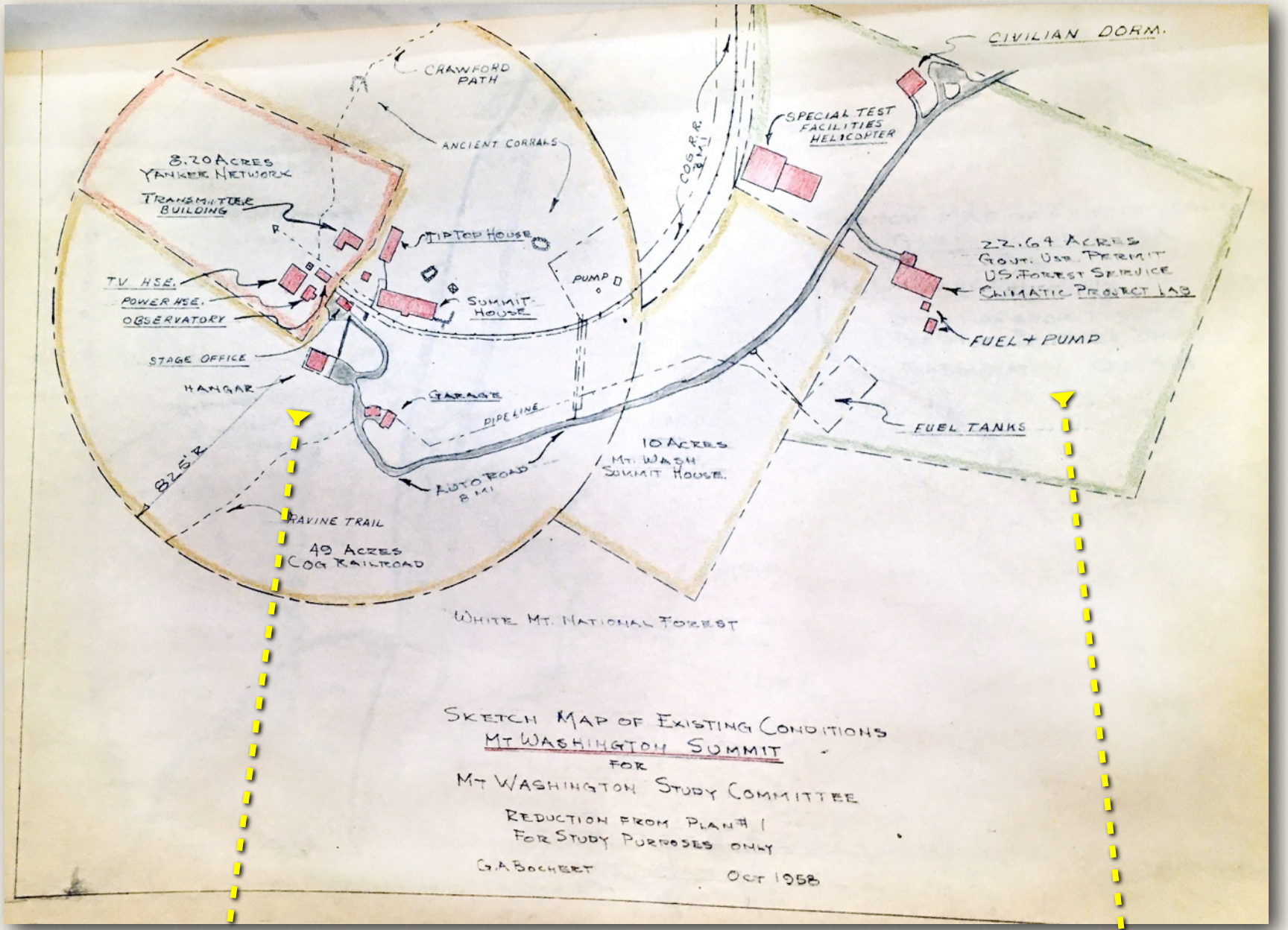
1953-4

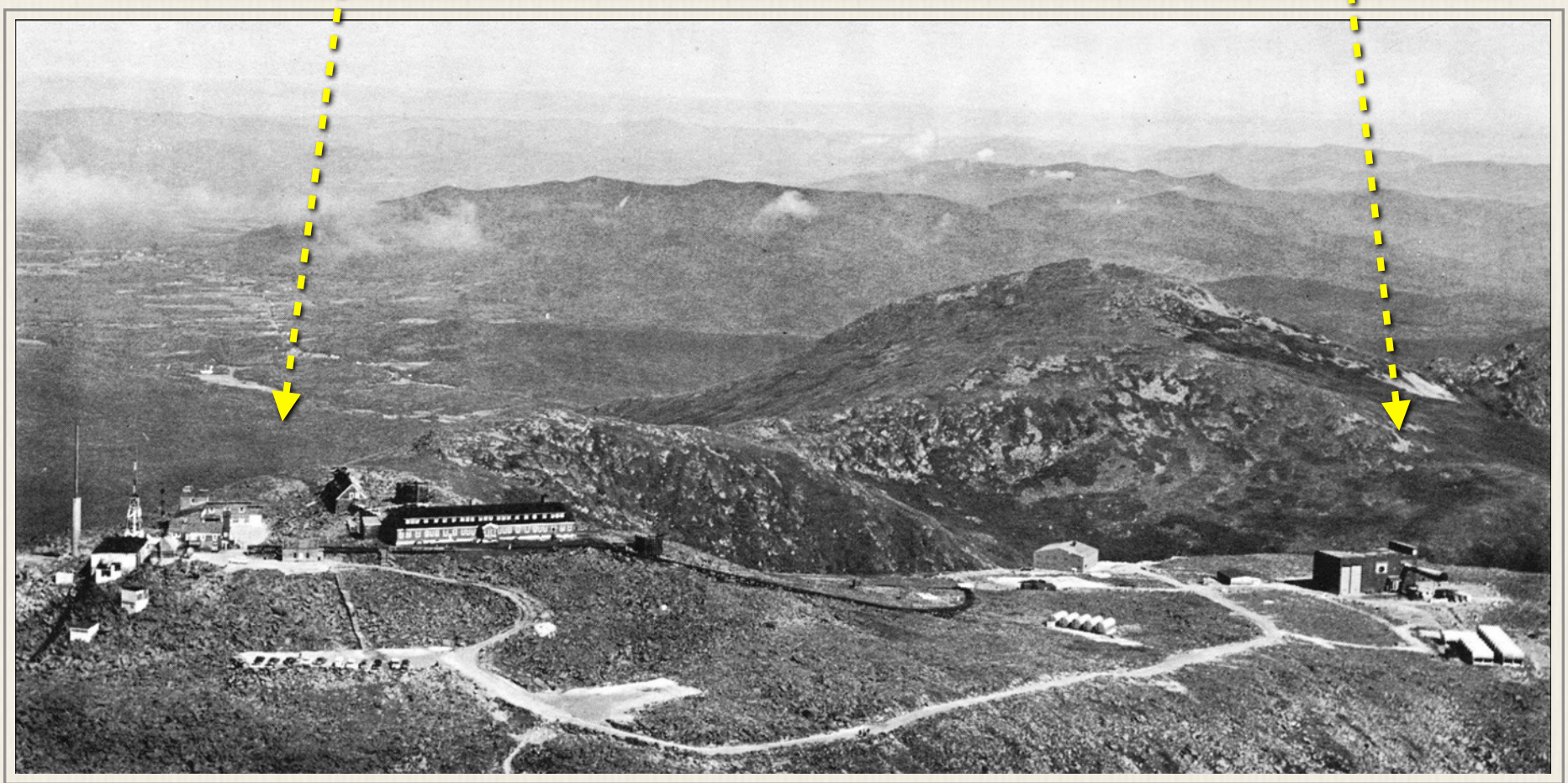
1953-4

MT. JEFFERSON
WEST BRANCH PEABODY R.
GREAT GULF TRAIL
GULF OF SLIDES TRAIL
GREAT GULF
GLEN HOUSE 1640'
JEFFERSON NOTCH
JEFFERSON NOTCH RD.
MT. WASH AUTO ROAD
NATIONAL FOREST
MT. CLAY
BURT RAVINE
COG RAILROAD
NATIONAL FOREST
PEABODY RIVER
ROUTE 16
3 MI. TO 302
BRETTON WOODS
AMMONOOSUC RAVINE
COG RR. BASE STATION 2500'
MT. WASHINGTON 6288'
DAVIS PATH
TUCKERMAN RAVINE
AMC CAMP
WILDCAT SKI AREA
NORTH
AMC HUT
LAKE OF THE CLOUDS
MT. MONROE
3 MI. TO 302
CRAWFORD HOUSE
MT. FRANKLIN
GLEN ELLIS PARKING
TO GLEN
ELLIS RIVER
GLEN ELLIS FALLS

SKETCH MAP OF EXISTING CONDITIONS
AREA RELATIONSHIP
FOR
MT. WASHINGTON STUDY COMMITTEE
REDUCTION FROM PLAN #4
FOR STUDY PURPOSES ONLY
G.A. BOCHERT
OCT 1958

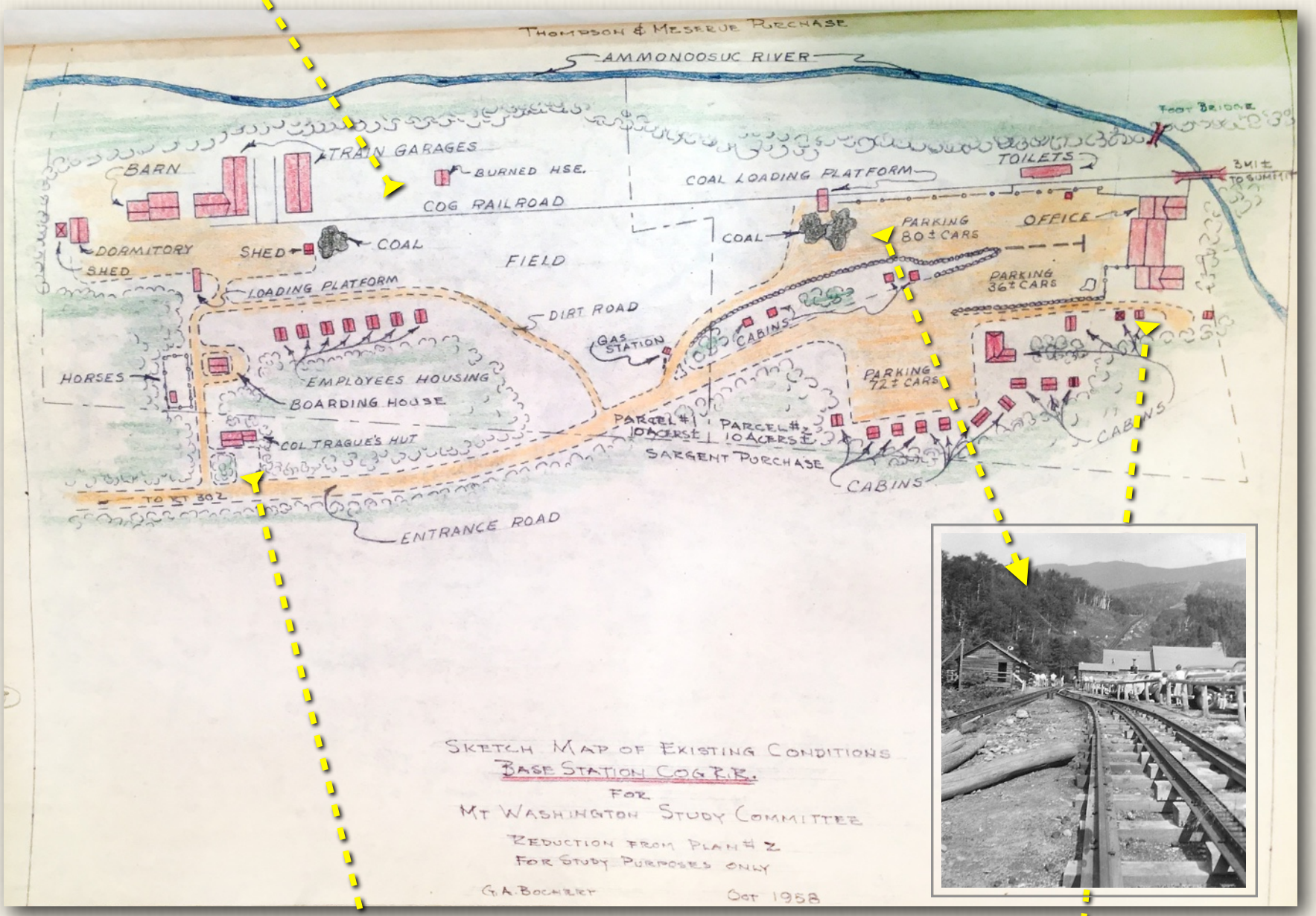
1958


CRAWFORD PATH
ANCIENT CORRALS
8.20 ACRES YANKEE NETWORK
TRANSMITTER BUILDING
TIP TOP HOUSE
PUMP
COG R.R. 3 MI
CIVILIAN DORM.
SPECIAL TEST FACILITIES HELICOPTER
22.64 ACRES GOVT. USE PERMIT US FOREST SERVICE CLIMATIC PROJECT LAB
FUEL + PUMP
T.V. HSE.
POWER HSE.
OBSERVATORY
SUMMIT HOUSE
STAGE OFFICE
HANGAR
GARAGE
PIPE LINE
FUEL TANKS
10 ACRES MT. WASH SUMMIT HOUSE
AUTO ROAD 8 MI
82 S.R.
RAVINE TRAIL
49 ACRES COG RAILROAD
WHITE MT. NATIONAL FOREST
SKETCH MAP OF EXISTING CONDITIONS
MT WASHINGTON SUMMIT
FOR
MT WASHINGTON STUDY COMMITTEE
REDUCTION FROM PLAN #1
FOR STUDY PURPOSES ONLY
G.A. BOCHERT
OCT 1958



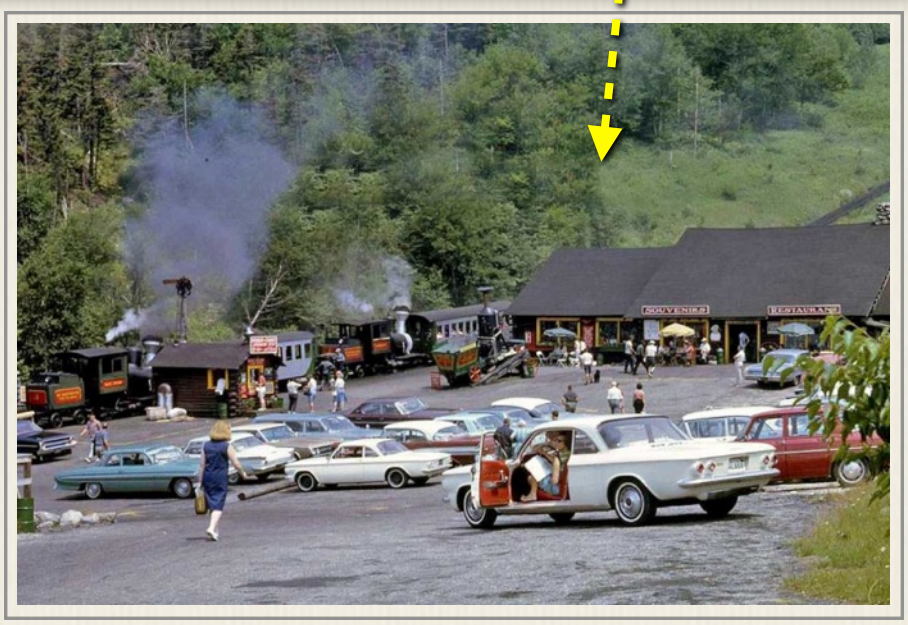
# Ch. 20 - Base 1958

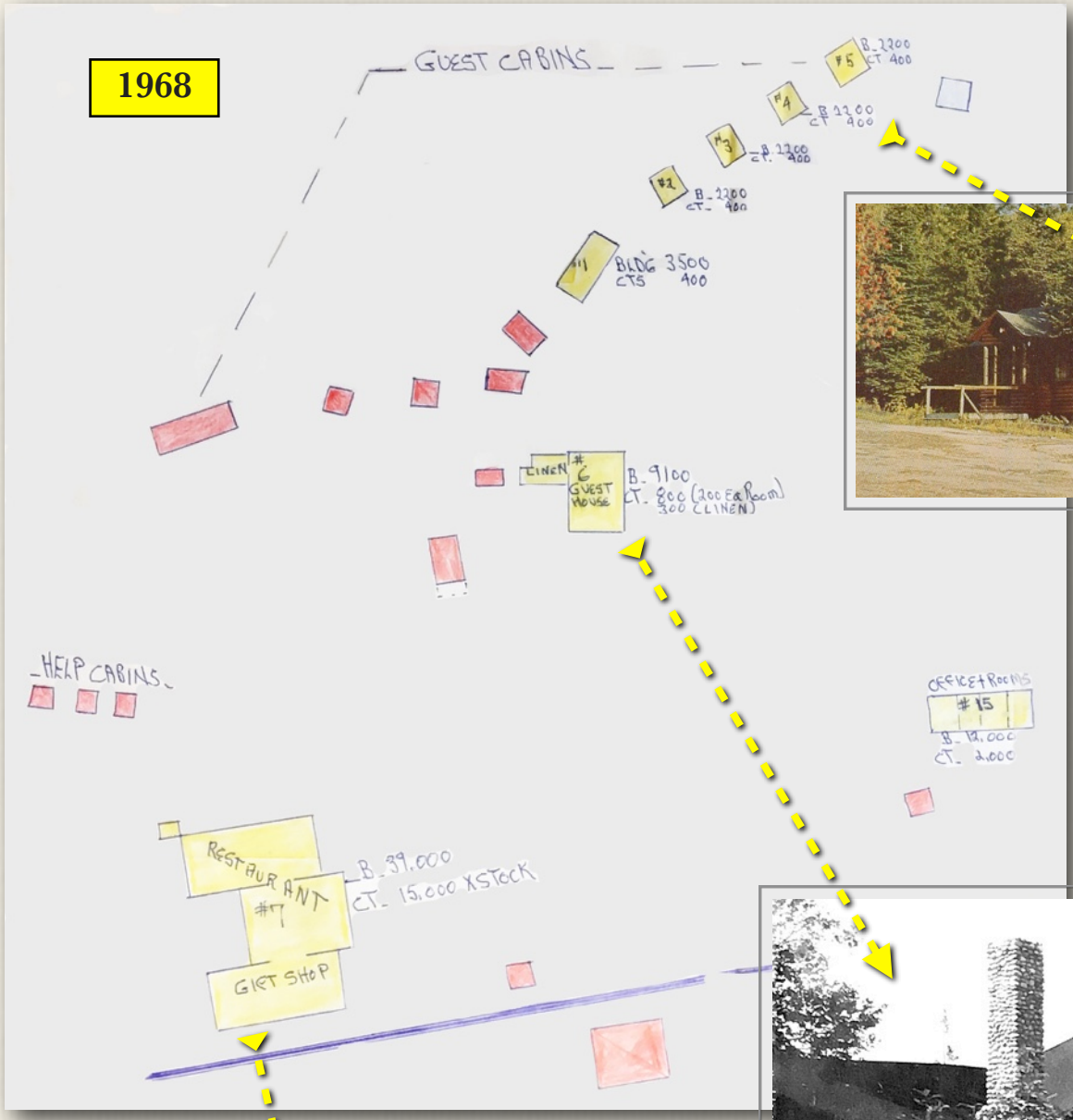


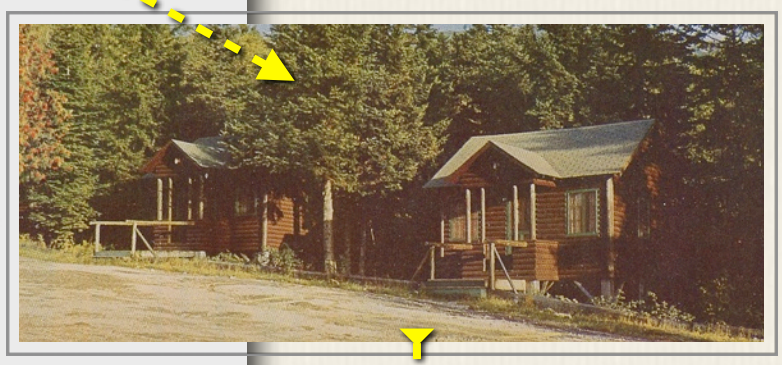




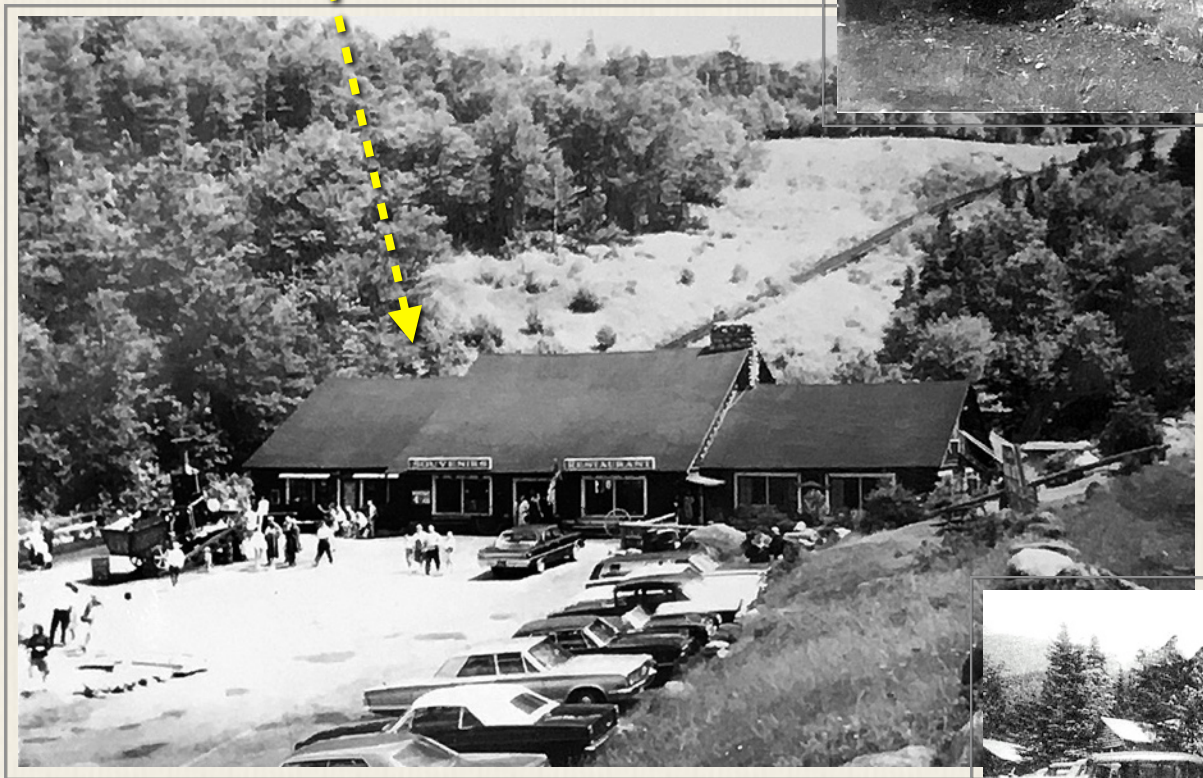


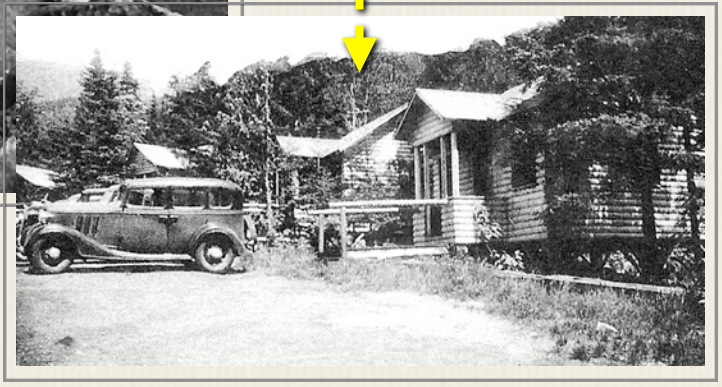




1968
GUEST CABINS
#5
B-2200
CT 400
#4
B 2200
400
#3
B-2200
400
#2
B-2200
400
#1
BLDG 3500
CTS
400
LINEN
#6
GUEST HOUSE
B-9100
CT-800 (200 EaRoom)
300 CLINEN)
HELP CABINS
OFFICE & ROOMS
#15
B-12,000
CT- 2,000
RESTAURANT
#7
B-39,000
CT- 15,000 XSTOCK
GIFT SHOP






SOUVENIRS
RESTAURANT



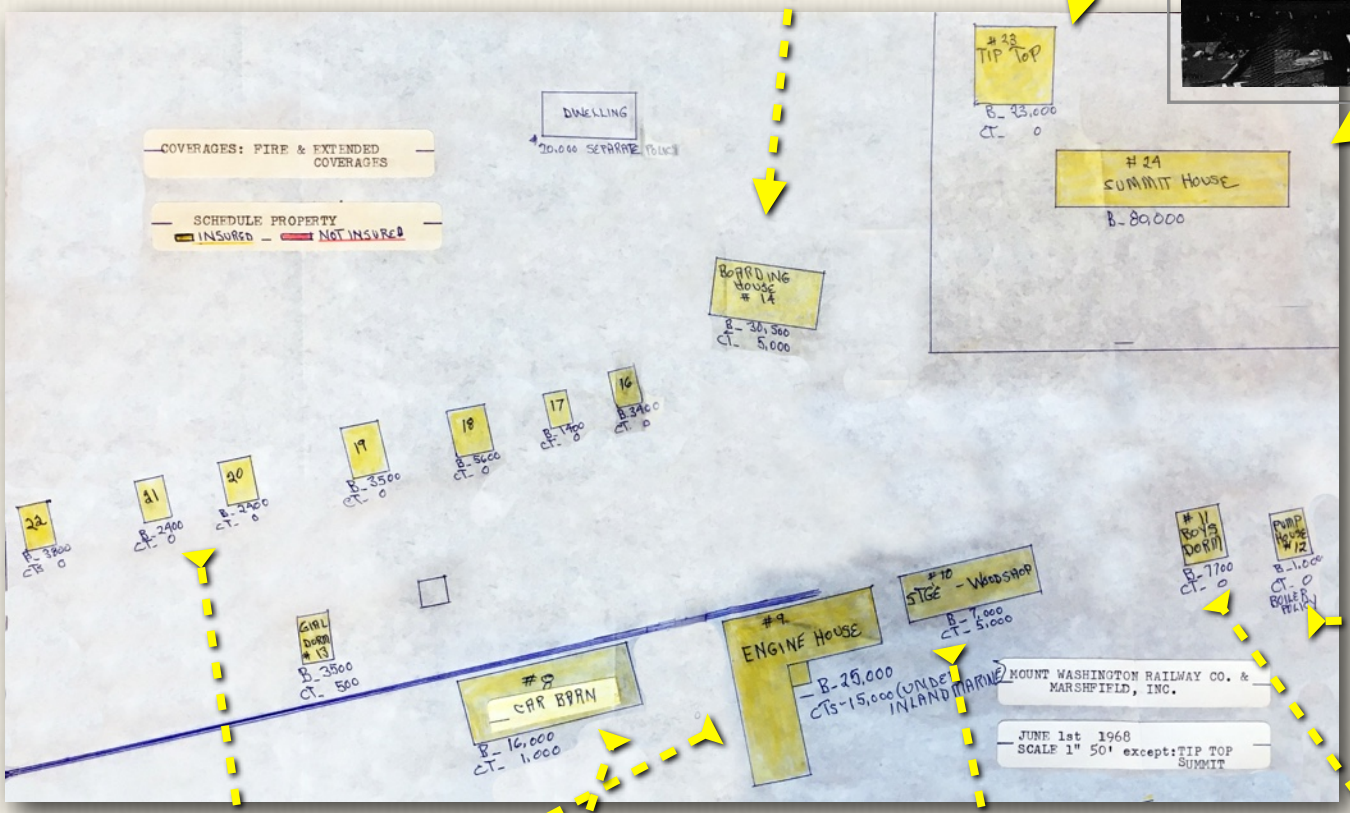
# Ch. 20 - Base/Summit 1968







1968

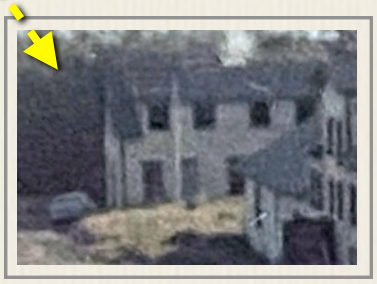












2015

## Plan References:

1. 1914 plan "Mt. Washington Railway Company's Land at Base Station, Exception No. 2 of the Conway Co. Tract 14" by E.R. Merrill, Surveyor, from the files of the U.S. Forest Service.
2. Nov. 17, 1981 plan "U.S.D.A. Forest Service White Mountain National Forest Tract 14 Exception 2" by Hodges & Hayden, Registered Land Surveyors, from the files of the U.S. Forest Service.

## Notes:

1. Subject premises are Coos County Unincorporated Places Tax Map 1605, Lots 7 & 10; and contain a total of 1,528,956 sq. ft. = 35.10 ac.
2. Boundary evidence and site features near boundaries are per field surveys performed Sept.–Dec. 2015 and Oct.–Nov. 2019; using a Leica TCRP1203+ robotic total station and Leica GS15 GPS/GNSS receivers; under the direct supervision of Kevin L. Tilton, LLS #979; and conforming with the technical standards for urban property surveys per the New Hampshire Code of Administrative Rules of the Board of Licensure for Land Surveyors.
3. Bearings are grid. Coordinate grid is NHSPC – NAD83(CORS) per GPS observations. Divide grid distances by a combined factor of 0.9998528501 to get ground distances.
4. Site features within the Cog Railway property are taken from 2011 NHDOT color orthophotography.
5. Base Road is maintained by NHDOT up to the Cog Railway property. No layout was found in the District 1 records. A 4 rod (66') right-of-way is assumed.

### Area Change Table

| Area Label | From T.L. | Area to MWRR Co. | Area to USA | To T.L. |
|---|---|---|---|---|
| A | 1605/7 | | 50,348 sq. ft. = 1.16 ac. | 1605/6 |
| B | 1605/6 | 27,050 sq. ft. = 0.62 ac. | | 1605/7 |
| C | 1605/9 | 31,461 sq. ft. = 0.72 ac. | | 1605/10 |
| D | 1605/12 | 2,198 sq. ft. = 0.05 ac. | | 1605/10 |
| E | 1605/10 | | 10,361 sq. ft. = 0.23 ac. | 1605/12 |
| | | | | |
| Totals | | 60,709 sq. ft. = 1.39 ac. | 60,709 sq. ft. = 1.39 ac. | |

### Lot Area Summary

| T.L. | Owner | Area Before BLA | Area After BLA |
|---|---|---|---|
| 1605/7 | Mt. Washington Railway Co. | 77,156 sq. ft. = 1.77 ac. | 53,859 sq. ft. = 1.24 ac. |
| 1605/10 | Mt. Washington Railway Co. | ±1,512,700 sq. ft. = ±34.73 ac. | ±1,498,800 sq. ft. = ±34.41 ac. |

TRACT 14, EXCEPTION 2, WITNESS CORNER
WE FOUND:
- NO EVIDENCE OF CORNER OR WITNESS BLAZES FOUND

WE ADDED:
- NOTHING

TRACT 14, EXCEPTION 2, CORNER 1 &
TRACT 462 EXCEPTION 1, CORNER 1
WE FOUND:
- A STANDARD USFS CLASS A CONCRETE MONUMENT WITH BRASS DISK WITH STONE PILE, 0.7' TALL, STAMPED "C953 1952, RLS 237 1981"
- A METAL FENCE POST W/ SURVEY MONUMENT SIGN

WE ADDED:
- A CARSONITE "SURVEY MARKER" POST
- 5" FIR BT BEARING S44°00'W, 6.9'
- 5" FIR BT BEARING S8°00'W, 15.5'

TRACT 14, EXCEPTION 2, CORNER 5
WE FOUND:
- A STANDARD USFS BOUND WITH RED STONE PILE, 0.8' TALL, STAMPED "CORNER 5, TRACT 14, EX 2, 1981 RLS 237"
- A METAL FENCE POST W/ SURVEY MONUMENT SIGN
- 11" BIRCH BT BEARING S44°00'E, 20.0'

WE ADDED:
- A CARSONITE "SURVEY MARKER" POST
- 10" SPRUCE BT BEARING N60°00'W, 36.0'

TRACT 14, EXCEPTION 2, CORNER 6
WE FOUND:
- A STANDARD USFS BOUND WITH RED STONE PILE, 0.8' TALL, STAMPED "CORNER 6, TRACT 14, EX 2, 1981 RLS 237"
- A METAL FENCE POST W/ SURVEY MONUMENT SIGN
- 16" HEMLOCK BT BEARING S48°00'W, 26.0'

WE ADDED:
- A CARSONITE "SURVEY MARKER" POST
- 7" HEMLOCK BT BEARING S65°00'E, 11.7'

TRACT 14, EXCEPTION 2, CORNER 6A
WE FOUND:
- NOTHING, NEW CORNER

WE ADDED:
- A STANDARD USFS BOUND WITH STONE PILE, 0.6' TALL, STAMPED "14-EX2-6A 2019 LLS 979"
- AN ALUMINUM FENCE POST W/ SURVEY MONUMENT SIGN
- 10" SPRUCE BT BEARING S23°15'W, 20.8'
- 13" SPRUCE BT BEARING S51°45'E, 9.8'

TRACT 14, EXCEPTION 2, CORNER 7A
WE FOUND:
- NOTHING, NEW CORNER

WE ADDED:
- A STANDARD USFS BOUND WITH STONE PILE, 0.5' TALL, STAMPED "14-EX2-7A 2019 LLS 979"
- AN ALUMINUM FENCE POST W/ SURVEY MONUMENT SIGN
- 12" YELLOW BIRCH BT BEARING N8°15'E, 19.6'
- 17" YELLOW BIRCH BT BEARING N39°00'E, 27.8'

TRACT 14, EXCEPTION 2, CORNER 8
WE FOUND:
- A STANDARD USFS BOUND WITH RED STONE PILE, 0.7' TALL, STAMPED "CORNER 8, TRACT 14, EX 2, 1981 RLS 237"
- A METAL FENCE POST W/ SURVEY MONUMENT SIGN
- 11" BIRCH BT BEARING S76°45'E, 36.6'

WE ADDED:
- A CARSONITE "SURVEY MARKER" POST
- 7" BIRCH BT BEARING S51°00'E, 21.2'

TRACT 14, EXCEPTION 2, CORNER 9
WE FOUND:
- A USFS LEDGE DISK FLUSH IN LEDGE, STAMPED "1965, 9, EXC2, T14, 1981 RLS 237"
- A METAL FENCE POST W/ SURVEY MONUMENT SIGN
- 7" BIRCH BT BEARING S33°00'W, 8.2'

WE ADDED:
- A CARSONITE "SURVEY MARKER" POST
- 7" BIRCH BT BEARING S18°00'E, 13.4'

TRACT 14, EXCEPTION 2, CORNER 9A
WE FOUND:
- NOTHING, NEW CORNER

WE ADDED:
- A BRASS DISK IN LEDGE ON NORTH BANK OF RIVER, STAMPED "10 FT WCSA–14–EX2 2019 LLS 979"
- AN ALUMINUM FENCE POST W/ SURVEY MONUMENT SIGN
- NO SUITABLE BTs AVAILABLE

TRACT 14, EXCEPTION 2, CORNER 9B
WE FOUND:
- NOTHING, NEW CORNER

WE ADDED:
- A STANDARD USFS BOUND WITH STONE PILE, 0.4' TALL, STAMPED "14-EX2-9B 2019 LLS 979"
- AN ALUMINUM FENCE POST W/ SURVEY MONUMENT SIGN
- 10" SPRUCE BT BEARING S25°30'W, 9.4'

TRACT 462, EXCEPTION 1, CORNER 1A
WE FOUND:
- NOTHING, NEW CORNER

WE ADDED:
- A STANDARD USFS BOUND WITH STONE PILE, 0.6' TALL, STAMPED "462-EX1-1A 2019 LLS 979"
- AN ALUMINUM FENCE POST W/ SURVEY MONUMENT SIGN
- 12" SPRUCE BT BEARING S32°15'W, 18.1'
- 8" SPRUCE BT BEARING S1°30'W, 24.5'

TRACT 462, EXCEPTION 1, CORNER 3A
WE FOUND:
- NOTHING, NEW CORNER

WE ADDED:
- A STANDARD USFS BOUND WITH STONE PILE, 0.5' TALL, STAMPED "462-EX1-3A 2019 LLS 979"
- AN ALUMINUM FENCE POST W/ SURVEY MONUMENT SIGN

TRACT 462, EXCEPTION 1, CORNER 3B
WE FOUND:
- NOTHING, NEW CORNER

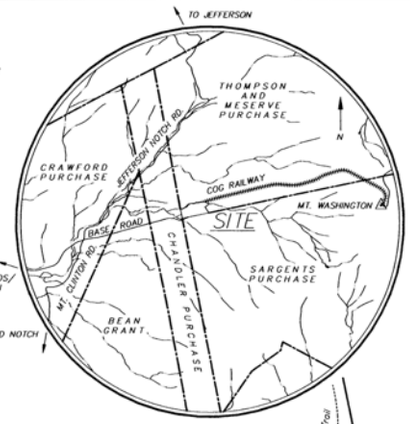
WE ADDED:
- A STANDARD USFS BOUND WITH STONE PILE, SET FLUSH, STAMPED "462-EX1-3B 2019 LLS 979"
- AN ALUMINUM FENCE POST W/ SURVEY MONUMENT SIGN

TRACT 462, EXCEPTION 1, CORNER 4A
WE FOUND:
- NOTHING, NEW CORNER

WE ADDED:
- A STANDARD USFS BOUND WITH STONE PILE, 0.7' TALL, STAMPED "462-EX1-4A 2019 LLS 979"
- AN ALUMINUM FENCE POST W/ SURVEY MONUMENT SIGN
- NW CORNER OF UTILITY SLAB BEARS N17°15'E, 48.0'
- SW CORNER OF UTILITY SLAB BEARS N85°45'E, 49.7'

TRACT 462, EXCEPTION 1, CORNER 4B
WE FOUND:
- NOTHING, NEW CORNER

WE ADDED:
- A STANDARD USFS BOUND WITH STONE PILE, 0.5' TALL, STAMPED "462-EX1-4B 2019 LLS 979"
- AN ALUMINUM FENCE POST W/ SURVEY MONUMENT SIGN
- 7" SPRUCE BT BEARING N19°45'W, 13.2'
- 7" SPRUCE BT BEARING S58°00'W, 14.8'




## Vicinity Map

SCALE: 1"=1 mile
Source: NH GRANIT Database

## Legend

- Surveyed property line
- Property line per Plan Ref. 1
- Overhead utility wires/pole
- Waterline
- Culvert
- Stone wall
- Vegetation line
- Edge of pavement
- Edge of gravel
- Standard USFS monument
- Intersection point
- Iron pipe found

T.L. 1605/11
Mt. Washington Railway Co.

Area D
2,198 sq. ft. = 0.05 ac.
to be conveyed from USA to Mt.Washington Railway Co.

N72°22'56"E
133.21'

99' to Mt. Washington summit

BOUNDARIES TO BE EXTINGUISHED

N55°14'45"W
41.67'

ski bridge w/ summit fiber optic & electric lines underneath

±10'

14-EX2-9A

S55°21'28"W
102.71'

Survey Tie
N55°57'51"W
185.49'

14-EX2-9B EXCEPTION 3

14-EX2-9

sheds

SEE DETAIL

N55°38'27"E
353.75'

TREELINE AND EXCAVATION ENCROACHES

cabin

base station

paved parking area

original Ammonoosuc Ravine Trail

T.L. 1605/12
United States of America

14-EX2-8
N: 645,207.26'
E: 1,067,189.63'

N34°17'10"W
357.20'

Area E
10,361 sq. ft. = 0.23 ac.
to be conveyed from Mt. Washington Railway Co. to USA

14-EX2-7A

N34°17'10"W
148.82'

N22°36'17"E
166.22'

14-EX2-7

N78°20'29"E
150.86'

14-EX2-6A

BOUNDARIES TO BE EXTINGUISHED

zoning structure setback

25'

N78°20'29"E
664.53'

THOMPSON AND MESERVE PURCHASE

14-EX2-6

SARGENTS PURCHASE

N78°25'04"E
537.80'

GRID MAGNETIC

15 1/4°

T.L. 1605/5
United States of America

Ammonoosuc River

100'

Jewell Trail

T.L. 1605/6
United States of America
Tract 462
–March 16, 1920–
Acquired by Condemnation
Civil Act #246

Boundary Line Trail

TO CRAWFORD NOTCH

TO BRETTON WOODS/ TWIN MOUNTAIN

MT. WASHINGTON COG RAILWAY

T.L. 1605/10
Tract 14, Exception No. 2
See Sylvester Marsh to the Mt. Washington Railway Co.
–May 10, 1866– B.8, P.117
(re–recorded Oct. 4, 1901)

gravel parking area

gravel hiker parking area

underground utility board

approx. original boundaries of Tract 14, Exception 2 per Plan Ref. 1

TRACT 14, EXCEPTION 2, WITNESS CORNER NOT FND.

S11°57'13"E
137.56'

462-EX1-4A

462-EX1-4

PROPANE TANKS

workshop

communications tower & utility compound

Area B
27,050 sq. ft. = 0.62 ac.
to be conveyed from USA to Mt. Washington Railway Co.

S65°44'34"W
281.40'

462-EX1-4B

S24°15'26"E
100.00'

S65°44'34"W
22.00'

S24°15'26"E
99.00'

462-EX1-3A

462-EX1-3B

storage

shed

S65°44'34"W
259.59'

OLD TANK

4" WOVEN WIRE FENCE

219.19'

260.00'

N65°44'34"E
40.81'

462-EX1-1A

1.0' TALL 1¼" I.P. FND., OUT 0.10'

99' (held)

14-EX2-1 & 462-EX1-1
N: 644,707.03'
E: 1,065,550.24'

old boarding house

BOUNDARY TO BE EXTINGUISHED

house

N78°25'04"E
538.97'

FLAG POLE

RADIUS=800.00'
LENGTH=101.62'
DELTA=7°16'40"
CH BRG=N64°24'04"E
CH LEN=101.55'

N68°02'24"E
216.39'

S11°57'13"E
288.55'

407.71'

119.15'

14-EX2-5

CHANDLER PURCHASE

T.L. 1605/8
United States of America

T.L. 1605/9
United States of America

Area C
31,461 sq. ft. = 0.72 ac.
to be conveyed from USA to Mt.Washington Railway Co.

T.L. 1605/13
United States of America
Conway Lumber Company Tract 14
–March 6, 1916–
Acquired by Condemnation Civil Act #177

Area A
50,348 sq. ft. = 1.16 ac.
to be conveyed from Mt. Washington Railway Co. to USA

N65°44'34"E
604.77'

S65°44'34"W
412.41'

dilapidated trestle

462-1-3

to U.S. Route 302

gate

462-EX1-2

N87°01'26"W
216.34'

BOUNDARIES TO BE EXTINGUISHED

BASE ROAD

United States of America
Boston and Maine Corporation
Tract 1025
–Nov. 19, 1991– B.788, P.11

Franklin Brook

N64°39'02"E
233.53'

Ammonoosuc Ravine Trail

T.L. 1605/14
United States of America
Tract 462
–March 16, 1920–
Acquired by Condemnation
Civil Act #246

Mt. Washington Railway Co.

cabin

Building corner 1.4' over property line

Building corner 3.0' over property line

waterline servicing cabin

WMNF Tract 14

original Ammonoosuc Ravine Trail

USFS Ammonoosuc Ravine Trail sign

### Detail
Scale 1"=20'

This map is hereby approved by the Coos County Planning Board at an official meeting held on _____ and shall be filed on or before _____ with the Coos County Registry of Deeds.

Chairman or Clerk, Coos County Planning Board — Date

This survey was made as part of the White Mountain National Forest Management Program.

Forest Supervisor — Date

100 0 100 200 400 ft
20 0 50 100 m
1 inch = 100 feet
( 1 : 1200 )

I hereby certify that this map and survey has been made under my supervision. The date of survey was Oct. 29 and Nov. 4 & 5, 2019.

Licensed Land Surveyor — Date 5/27/20

| | |
|---|---|
| SURVEYED BY | KLT/JLT/AH |
| RESEARCHED BY | KLT |
| DRAWN BY | KLT |
| CHECKED BY | SEB |
| FIELD BOOK | 2015–061 2019 |
| SCALE | 1"=100' |
| DATE | 04/20/2020 |

Copyright 2020 HEB Engineers, Inc.

| No. | Revision | DATE | BY |
|---|---|---|---|
| | | | |

STATE OF NEW HAMPSHIRE — No. 979 KEVIN L. TILTON — LICENSED LAND SURVEYOR — SIGNATURE

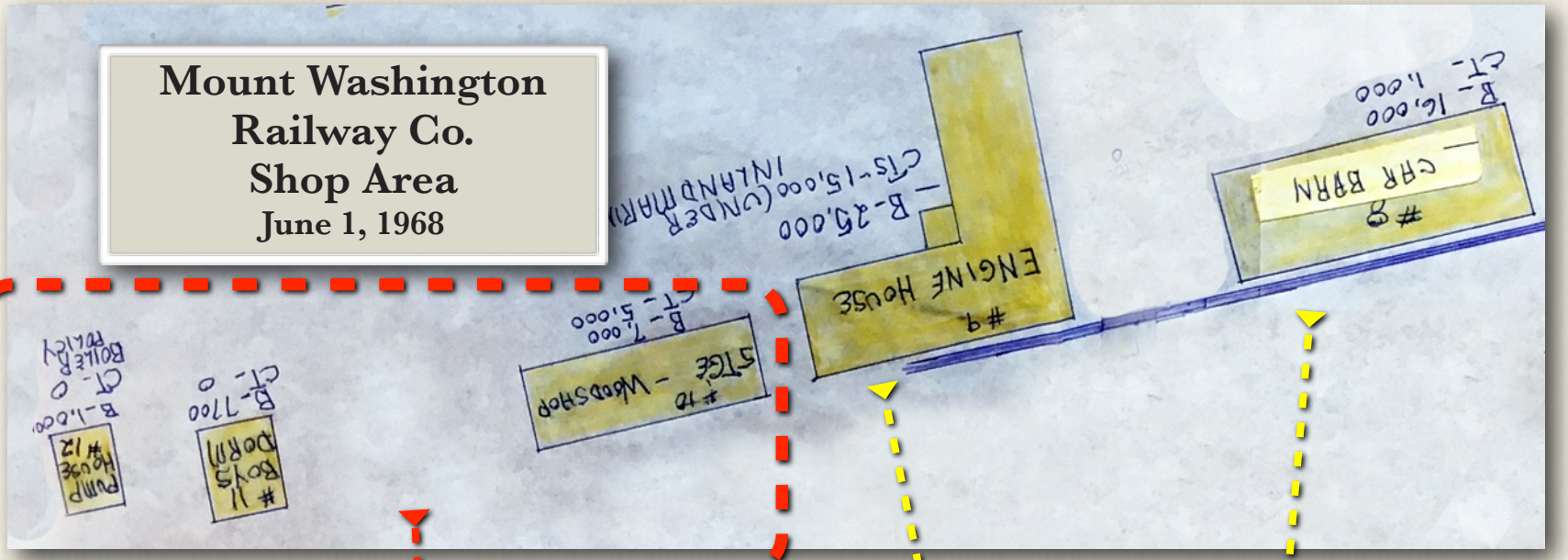
# Boundary–Line Adjustment Plan

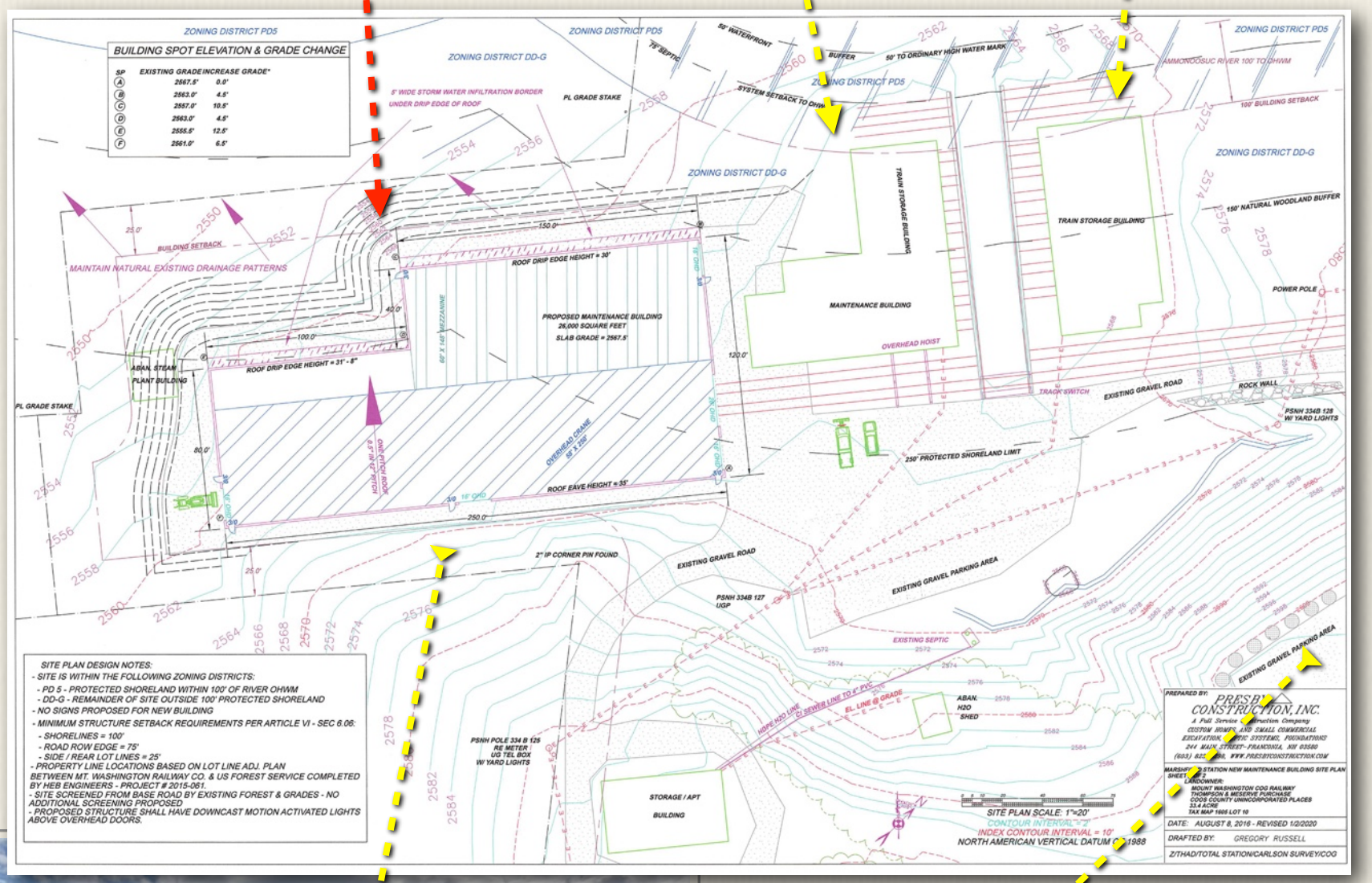
between the properties of the
**Mt. Washington Railway Company**
and the
**United States of America**
located in
**Thompson and Meserve Purchase, Chandler Purchase, and Sargents Purchase, N.H.**

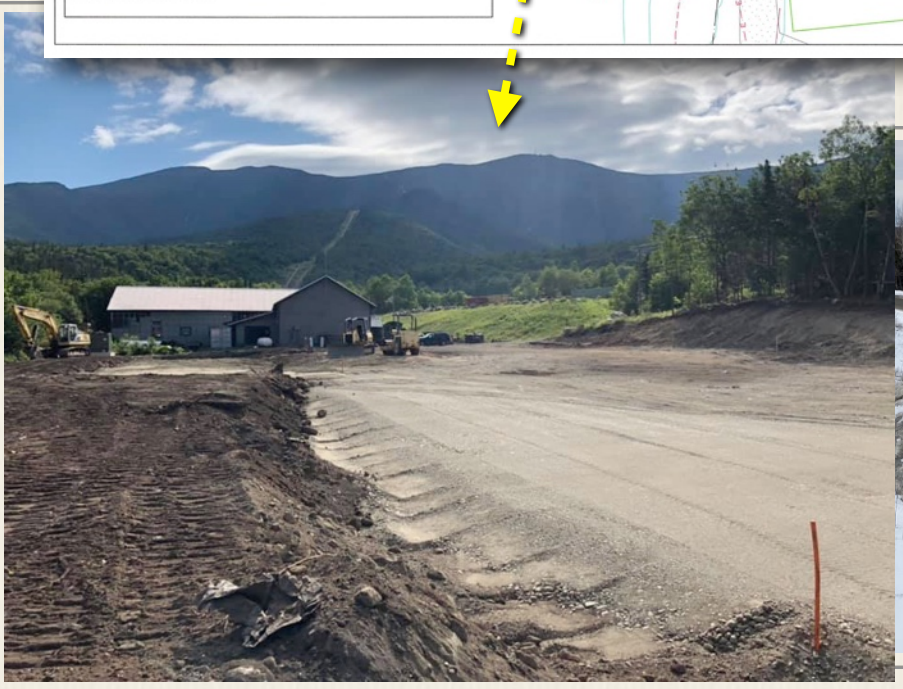
HEB
CIVIL • STRUCTURAL • SURVEY
HEB Engineers, Inc.
Post Office Box 440
2605 White Mountain Hwy.
North Conway, NH 03860
www.hebengineers.com
Office (603) 356-6936
Fax (603) 356-7715

2015–061
V1.01
SHEET 1 OF 1

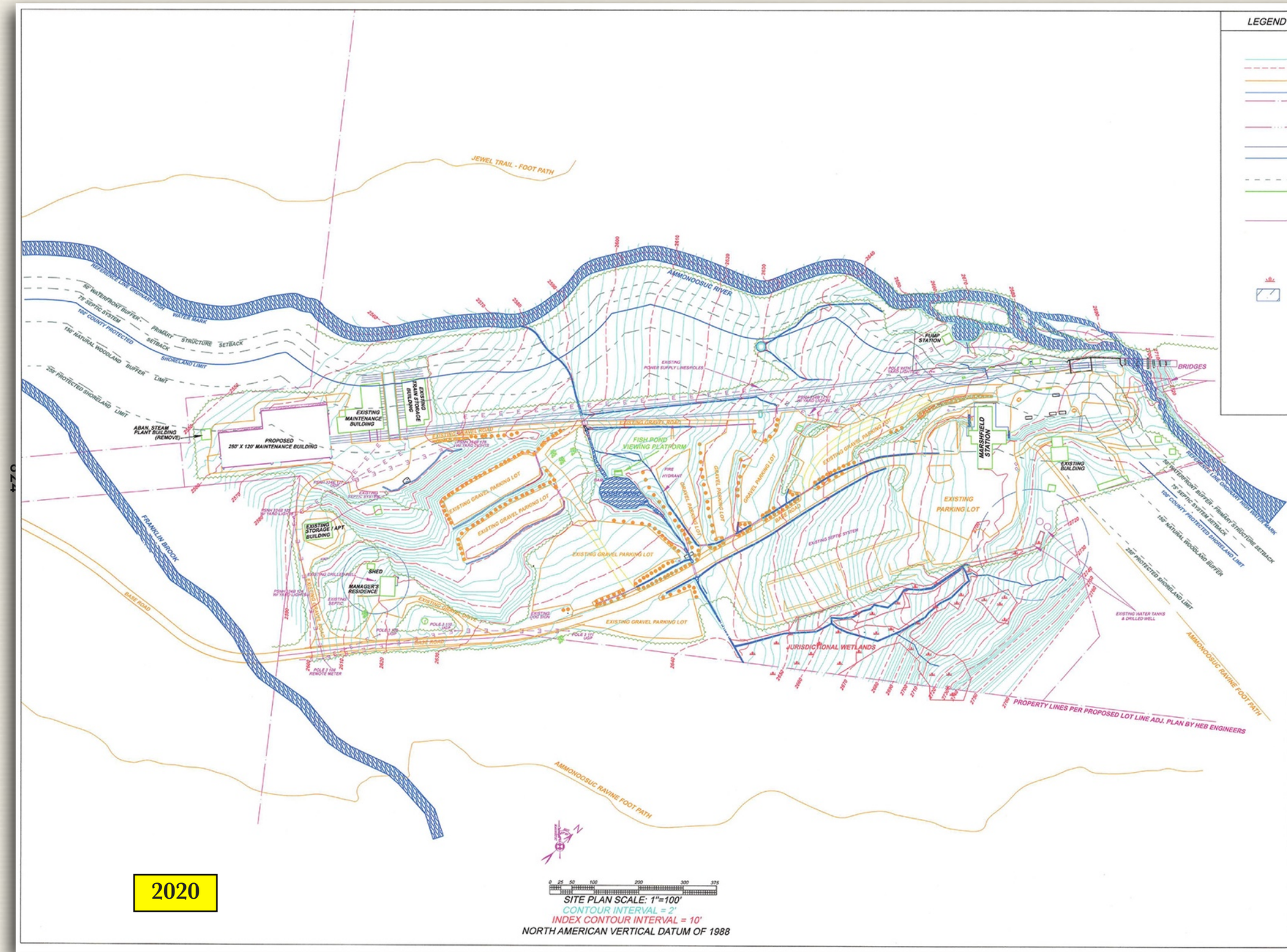
# Ch. 20 - Shops 1968 / 2016







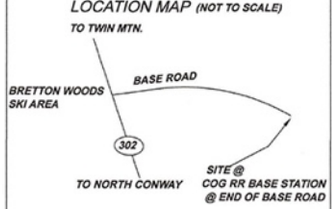

SITE PLAN SCALE: 1"=100'
CONTOUR INTERVAL = 2'
INDEX CONTOUR INTERVAL = 10'
NORTH AMERICAN VERTICAL DATUM OF 1988

2020

## LEGEND

- CONTOUR EXISTING 2' INTERVAL
- INDEX CONTOUR 10' INTERVAL
- EXISTING ROADWAY / DRIVEWAY
- SURFACE WATER BOUNDARY
- PROPERTY LINES
- JURISDICTIONAL WETLAND BOUNDARY
- EXISTING RR TRACKS
- COUNTY 100' PROTECTED SHORELAND LIMIT
- PROTECTED SHORELINE SETBACK
- BUILDING
- INFRA STRUCTURE COMPONENTS
- WETLAND VEGETATION
- SURFACE WATER

### LOCATION MAP (NOT TO SCALE)




PREPARED BY:
PRESBY CONSTRUCTION, INC.
SITE & HOUSE DESIGN & CONSTRUCTION
FOUNDATIONS, CUSTOM & MODULAR HOMES
244 MAIN STREET – FRANCONIA, NH 03580
(603) 823-5298, WWW.PRESBYCONSTRUCTION.COM

**MARSHFIELD STATION NEW MAINTENANCE BUILDING SITE PLAN**
SHEET 1 OF 2
LANDOWNER:
MOUNT WASHINGTON COG RAILWAY
THOMPSON & MESERVE PURCHASE
COOS COUNTY UNINCORPORATED PLACES
33.4 ACRE
TAX MAP 1605 LOT 10

DATE: AUGUST 8, 2016 - REVISED 1/2/2020

DRAFTED BY: GREGORY RUSSELL

z/thad/total station/carlson survey/pci projects/cog-marshfield station/ 2019 new main shed/rev site plan 1-2-20

2023

## GENERAL NOTES:

1. THE PURPOSE OF THIS PLAN IS TO ILLUSTRATE THE PROPOSED MASTER PLAN FOR THE MOUNT WASHINGTON COG RAILWAY IN COOS COUNTY, NEW HAMPSHIRE.
2. AREA OF LOT 10 = 35.75 ACRES±
3. OWNER OF RECORD:
   PRESBY CONSTRUCTION, INC.
   3168 BASE STATION ROAD
   MOUNT WASHINGTON, NH 03589
4. THE SUBJECT PROPERTY IS LOCATED ENTIRELY WITHIN THE GENERAL DEVELOPMENT SUBDISTRICT (DD–G) ZONING DISTRICT AND IS SUBJECT TO THE FOLLOWING DIMENSIONAL REGULATIONS:

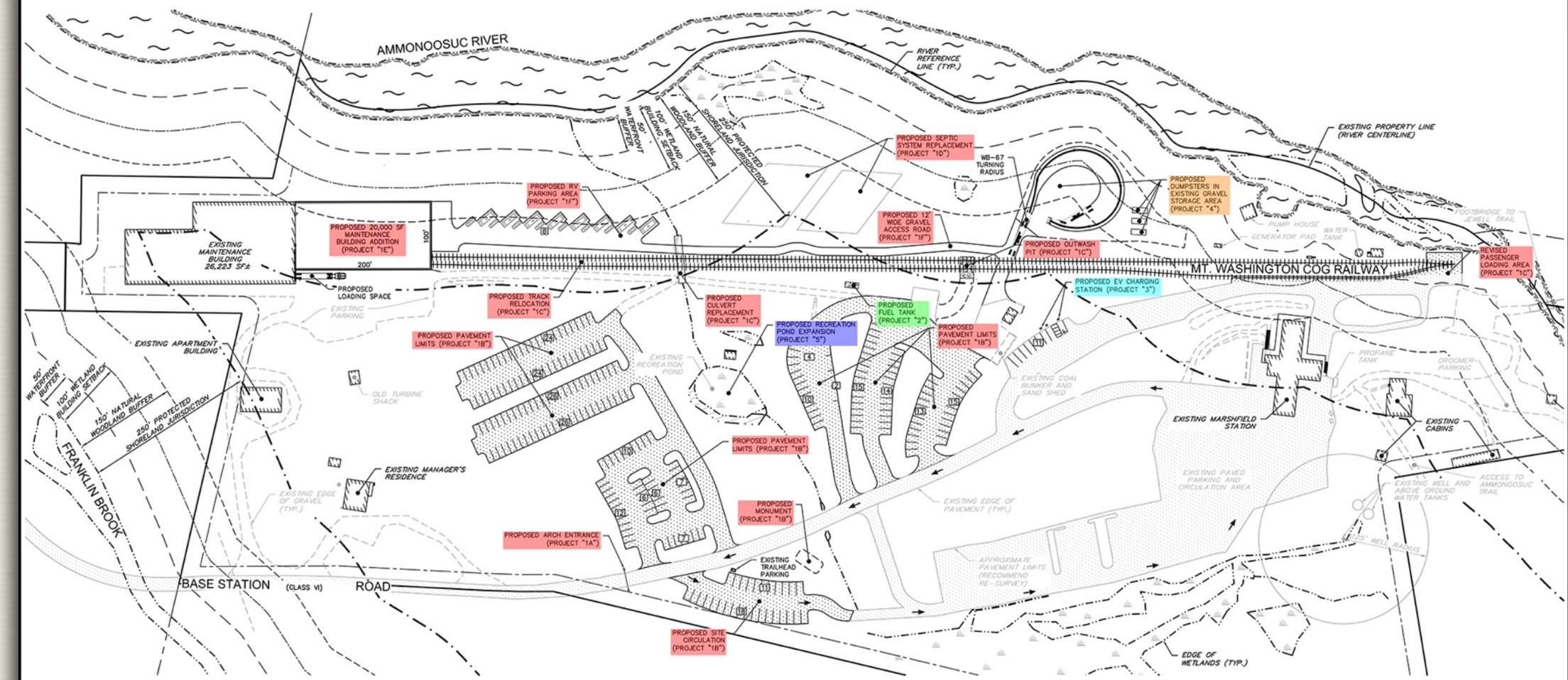
TABLE OF ZONING REQUIREMENTS

| DESCRIPTION | REQUIRED | EXIST. | PROP. |
|---|---|---|---|
| MINIMUM LOT SIZE | 1 ACRES | 35.75 ACRES | 35.75 ACRES |
| MINIMUM FRONTAGE* | 200 FT | N/A | N/A |
| MINIMUM SHORELINE FRONTAGE | 200 FT | 2,050.85 FT | 2,050.85 FT |
| FRONT YARD SETBACK | 75 FT | N/A | N/A |
| SHORELINE SETBACK | 100 FT | 4.89 FT | 4.89 FT |
| SIDE YARD SETBACK | 25 FT | 0.31 FT | 0.31 FT |
| REAR YARD SETBACK | 25 FT | N/A | N/A |
| BUILDING HEIGHT | 35 FT | UNK | < 35 FT |
| MAXIMUM LOT COVERAGE | 30% | 28.3% | 29.2% |

* ROAD FRONTAGE REQUIREMENTS SHALL NOT APPLY WHERE A LOT IS LOCATED AT THE END OF A ROAD.

## PROJECT SCHEDULE:

1. PROJECT 1:
   DESCRIPTION:
   A. PROPOSED ENTRYWAY ARCH.
   B. PROPOSED SITE WIDE PAVING, PARKING, AND CIRCULATION IMPROVEMENTS
   C. PROPOSED NORTH AND SOUTH TRACK MAINTENANCE/RELOCATION, CULVERT REPLACEMENT, REVISED CUSTOMER LOADING AREA W/ TRENCH DRAINS, AND NEW OUTWASH PIT.
   D. NEW REPLACEMENT EDA
   E. 200'x100' MAINTENANCE BUILDING ADDITION.
   F. EMPLOYEE RV PARKING AREA WITH ACCESS ROAD.
   TIMELINE:
   PERMITS:
   - NHDES AOT PERMIT
   - NHDES SHORELAND PERMIT
   - NHDES MINOR WETLANDS IMPACT PERMIT
   - NHDES UST PERMIT
   - NHDES SUBSURFACE APPROVAL
   - COOS COUNTY CONDITIONAL USE PERMIT
   - COOS COUNTY SITE PLAN APPROVAL
2. PROJECT 2:
   DESCRIPTION: PROPOSED STATE AND FEDERAL COMPLIANT FUEL TANKS.
   TIMELINE:
   PERMITS: - NHDES AST PERMIT
3. PROJECT 3:
   DESCRIPTION: PROPOSED EV CHARGING STATIONS.
   TIMELINE:
   PERMITS: -
4. PROJECT 4:
   DESCRIPTION: PROPOSED DUMPSTER AREA AND TRACTOR TRAILER MANEUVERING AREA.
   TIMELINE:
   PERMITS:
   - NHDES WETLANDS IMPACT PERMIT
   - NHDES SHORELAND PERMIT
   - COOS COUNTY CONDITIONAL USE PERMIT
   - COOS COUNTY SITE PLAN APPROVAL
5. PROJECT 5:
   DESCRIPTION: PROPOSED RECREATION POND EXPANSION.
   TIMELINE:
   PERMITS:
   - NHDES AOT PERMIT
   - NHDES DREDGE AND FILL PERMIT





GRANITE ENGINEERING
civil engineering land planning municipal services

REVISIONS

| No. | DATE | COMMENTS | BY |
|---|---|---|---|

PREPARED FOR:
PRESBY CONSTRUCTION, INC.
3168 BASE STATION ROAD
MOUNT WASHINGTON, NH 03589

GRANITE ENGINEERING
civil engineering • land planning • municipal services
150 Dow Street, Tower 2, Suite 421
Manchester, New Hampshire 03101
603.518.8030
www.GraniteEng.com


STAMP:
Stamp.TIF

LOCATION:
TAX MAP 1605 LOT 10
3168 BASE STATION ROAD
MOUNT WASHINGTON, NEW HAMPSHIRE
COÖS COUNTY, UNINCORPORATED PLACES

PROJECT:
***MOUNT WASHINGTON COG RAILWAY***

TITLE:
**MASTER PLAN**

| PROJECT No. | DATE: | SCALE: |
|---|---|---|
| 22-0927-1 | NOVEMBER 8, 2022 | HORIZ. 1"=80' |
| SHEET: 1 OF 1 | | |

# New Western Land Boundaries - April 2025

826

2015-061A
Boundary-Line Adjustment Plan
Mt. Washington Railway Company

V1.01
SHEET 1 OF 2

## Deed References:

1. Civil Act No. 177, condemnation, Conway Lumber Co., et al. to the United States of America dated Feb. 5, 1916, from the files of the U.S. Forest Service.
2. Civil Act No. 246, condemnation, The Barron Hotel Company, et al. to the United States of America dated Oct. 16, 1917, recorded Coos County Registry of Deeds Book 187, Page 1.
3. Quitclaim deed, Boston and Maine Corporation to the United States of America dated Nov. 6, 1991, rec'd B.788, P.11.
4. Highway easement deed, United States of America to the State of New Hampshire dated July 29, 2014, rec'd B.1413, P.433.

## Plan References:

1. 1914 plan "Mt. Washington Railway Company's Land at Base Station, Exception No. 2 of the Conway Co. Tract 14" by E.R. Merrill, Surveyor, from the files of the U.S. Forest Service.
2. Nov. 17, 1981 plan "U.S.D.A. Forest Service White Mountain National Forest Tract 14 Exception 2" by Hodges & Hayden, Registered Land Surveyors, from the files of the U.S. Forest Service.
3. 1916 plan "White Mountain Area Barron Hotel Co. and Bretton Woods Co. located in Bean Grant and the Crawford Purchase" by F.A. Gardner, recorded Coos County Registry of Deeds Book 187, Page 1.
4. 1912-1914 plan "White Mountain Area Conway Lumber Company's Tract No.1" by C.L.M., L.C.M., A.E.H. & F.A.G., from the files of the U.S. Forest Service.
5. June, 2014 "Highway Easement Plans for Constructed New Hampshire Public Lands Highway White Mountain National Forest Project NH PFH WMNF(7LT) Forest Highway 22 Base Station Road" by U.S. Department of Transportation, from the files of the U.S. Forest Service.

## Notes:

1. Subject premises are Coos County Unincorporated Places Tax Map 1605, Lots 6,7,8,9,10,12,13, & 14. Existing Mt. Washington Railway Co. lots lie in the General Development District and existing United States of America lots lie in the Management District.
2. Boundary evidence and site features near boundaries are per field surveys performed Sept. 2015 thru Dec. 2024; using a Leica TS16 robotic total station, a Leica GS18 GNSS receiver, and a DJI Phantom 4 RTK/IMU; under the direct supervision of Jacob L. Therriault, LLS #1123; and conforming with the technical standards for urban property surveys per the New Hampshire Code of Administrative Rules of the Board of Licensure for Land Surveyors.
3. Bearings are grid. Coordinate grid is NHSPC – NAD83(CORS) per GPS observations. Divice grid distances by a combined factor of 0.9998528501 to get ground distances.
4. Roads, streams, buildings, and other outlying features shown were digitized from aerial photography and USGS LiDAR and should be considered approximate.
5. Base Station Road right-of-way is 3 rods (49.5') wide. An act to lay out "a Turnpike Road, four rods wide" was approved July 3, 1838 in Volume 3.3, Page 265, and layout was confirmed by a report to Governor and Council dated December 29, 1904. Condemnation (Civil Act #246) dated October 16, 1917 and recorded in Coos County Registry of Deeds Book 187, Page 1 excepted "The right of way of the Mt. Washington Turnpike, a strip of land .75 chain wide" through Tract 462, creating the current 3-rod width.
6. Tract 14, Exception 3 also reserves the right to collect water from the tanks along its line with wooden spouts and other appliances on the right-hand side of the railway going up the mountain, and to make use of the adjacent land for said purpose to a distance from said railway track not exceeding 600 ft.
7. Restrictions on Areas A, B, C, and D will be included in the deed from the USA to Mt. Washington Railway Company.

TRACT 462, EXCEPTION 1, CORNER 3
TRACT 462, CORNER RMEX-28
WE FOUND:
- USFS aluminum bound buried 0.7' below grade stamped "462 EXI COR3 LLS979 2015"
- Wooden post with 54-9 sign
- 7" hemlock BT bearing N81°15'E, 15.3'
- 9" fir BT bearing N3°W, 35.6'

WE ADDED:
- Additional stamping "RMEX-28"

TRACT 462, CORNER RMEX-19 RC-19
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.2' tall USFS aluminum pipe bound in stones stamped "RMEX-19 RC-19 LLS 1123 2024"
- Wooden post with 54-9 sign

TRACT 462, CORNER RC-20
WE FOUND:
- Nothing, new corner

WE ADDED:
- USFS ledge disk flush in boulder stamped "RC-20 LLS 1123 2024"
- Aluminum post with 54-9 sign

TRACT 462, CORNER RC-22
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.8' tall USFS aluminum pipe bound in stones stamped "RC-22 LLS 1123 2024"
- Aluminum post with 54-9 sign

TRACT 462, CORNER RA-2
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.7' tall USFS aluminum pipe bound in stones stamped "RA-2 LLS 1123 2024"
- Aluminum post with 54-9 sign

TRACT 462, CORNER RA-3
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.5' tall USFS aluminum pipe bound in stones stamped "RA-3 LLS 1123 2024"
- Aluminum Post with 54-9 sign

TRACT 462, CORNER RA-4
WE FOUND:
- 0.5' tall USFS aluminum pipe bound in stones stamped "462-EXI-3A 2019 LLS 979"
- Aluminum post with 54-9 sign

WE ADDED:
- Additional Stamping "RA-4"

TRACT 462, CORNER RMEX-29 RA-5
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.4' tall USFS aluminum pipe bound in stones stamped "RMEX-29 RA-5 LLS 1123 2024"
- Aluminum post with 54-9 sign

TRACT 14, CORNER 5
TRACT 14, EXCEPTION 2, CORNER 1A
TRACT 462, CORNER RB-3
WE FOUND:
- 0.8' tall USFS aluminum pipe bound in red stone pile stamped "CORNER 5 TRACT 14 EXC2 1981 RLS 237"
- Steel post with 54-9 sign
- Carsonite "SURVEY MARKER" post
- 11" birch BT bearing S44°E(T), 20.0'
- 10" spruce BT bearing N80°E(T), 36.0'

WE ADDED:
- Additional stamping "RB-3"

TRACT 14, EXCEPTION 3, CORNER 1
TRACT 462, EXCEPTION 1, CORNER 1
WE FOUND:
- 0.7' tall USFS class A concrete monument with brass disk in stone pile stamped "C953 1952 RLS 237 1981"
- Steel post with 54-9 sign
- Carsonite "SURVEY MARKER" post
- 5" fir BT bearing S44°E(M), 6.8'
- 10" spruce BT bearing S8°E(M), 15.5'

WE ADDED:
- No changes

TRACT 14, EXCEPTION 2, CORNER 6
WE FOUND:
- 0.8' tall USFS pipe bound stamped "CORNER 6 TRACT 14 EX 2 1981 RLS 237"
- Steel post with 54-9 sign
- Carsonite "SURVEY MARKER" post
- 16" hemlock BT bearing S46°E(M), 26.0'
- 7" hemlock BT bearing S85°E(T), 11.7'

WE ADDED:
- No changes

TRACT 14, CORNER RMEX-7 RC-7
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.89' tall USFS aluminum pipe bound in stones stamped "RMEX-7 LLS 1123 2024" on north side of Ammonoosuc Ravine trail
- Aluminum post with 54-9 sign

TRACT 14, CORNER RMEX-8 RC-8
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.8' tall USFS aluminum pipe bound in stones stamped "RMEX-8 LLS 1123 2024" on north side of Ammonoosuc Ravine trail
- Aluminum post with 54-9 sign

TRACT 462, CORNER RMEX-9 RC-9
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.7' tall USFS aluminum pipe bound in stones stamped "RMEX-9 LLS 1123 2024" on north side of Ammonoosuc Ravine trail
- Aluminum post with 54-9 sign

TRACT 462, CORNER RMEX-10 RC-10
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.4' tall USFS aluminum pipe bound in stones stamped "RMEX-10 LLS 1123 2024" on north side of Ammonoosuc Ravine trail
- Aluminum post with 54-9 sign

TRACT 462, CORNER RMEX-11 RC-11
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.4' tall USFS aluminum pipe bound in stones stamped "RMEX-11 LLS 1123 2024" on north side of Ammonoosuc Ravine trail
- Aluminum post with 54-9 sign

TRACT 462, CORNER RMEX-12 RC-12
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.4' tall USFS aluminum pipe bound in stones stamped "RMEX-12 LLS 1123 2024" on north side of Ammonoosuc Ravine trail
- Aluminum post with 54-9 sign

TRACT 462, CORNER RMEX-13 RC-13
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.4' tall USFS aluminum pipe bound in stones stamped "RMEX-13 LLS 1123 2024" on north side of Ammonoosuc Ravine trail
- Aluminum post with 54-9 sign

TRACT 462, CORNER RMEX-14 RC-14
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.4' tall USFS aluminum pipe bound in stones stamped "RMEX-14 LLS 1123 2024" in south sideline of Base Station Road
- Wooden post with 54-9 sign

TRACT 462, EXCEPTION 1, CORNER 2
TRACT 462, CORNER RMEX-26 RB-1
WE FOUND:
- USFS aluminum bound buried 0.7' below grade stamped "462 EXI COR2 LLS 979"
- Wooden post with 54-9 sign
- 16" birch BT bearing N80°30'E, 23.3'
- 6" fir BT bearing N31°45'E, 2.0'

WE ADDED:
- Additional stamping "RMEX-26 RB-1"

TRACT 462, CORNER RB-2
WE FOUND:
- 0.6' tall USFS aluminum pipe bound in stones stamped "462-EXI-1A 2019 LLS 979"
- Aluminum post with 54-9 sign
- 12" spruce BT bearing S37°E, 18.7'
- 8" spruce BT bearing S13°W, 24.5'

WE ADDED:
- Additional stamping "RB-2"

## Legend

- Surveyed property line
- Extinguished/Tract line
- Restricted/Easement line
- Overhead utility wires/pole
- Waterline
- Culvert
- Stone wall
- Vegetation line
- Edge of pavement
- Edge of gravel
- USFS monument
- Unmonumented point
- Iron pipe found
- USFS monument-restriction area

AREAS TO BE CONVEYED

RESTRICTED AREAS

T.L. 1605/5
United States of America
Tract 14
see Deed Ref. 1
also see Plan Ref. 4

T.L. 1605/6
United States of America
Tract 462
see Deed Ref. 2
also see Plan Ref. 3

T.L. 1605/7
Tract 462, Exception 1
See Boston and Maine Corporation to Mt. Washington Railway Company - Sept. 10, 1976 - B.595, P.310

T.L. 1605/8
United States of America

T.L. 1605/9
United States of America

T.L. 1605/14
United States of America
Tract 462
see Deed Ref. 2
also see Plan Ref. 3

T.L. 1605/13
United States of America
Tract 14
see Deed Ref. 1
also see Plan Ref. 4

T.L. 1605/10
United States of America
Tract 1025
see Deed Ref. 3

Restricted Area A
±128,300 sq. ft. = ±2.95 ac.

Area A
±235,300 sq. ft. = ±5.40 ac.
to be conveyed from USA to Mt. Washington Railway Co.

Restricted Area B
107,150 sq. ft. = 2.46 ac.

Area B
143,797 sq. ft. = 3.30 ac.
to be conveyed from USA to Mt. Washington Railway Co.

Restricted Area C
541,654 sq. ft. = 12.43 ac.

Area C
778,549 sq. ft. = 17.87 ac.
to be conveyed from USA to Mt. Washington Railway Co.

BOUNDARIES TO BE EXTINGUISHED

BOUNDARY TO BE EXTINGUISHED

MT. WASHINGTON COG RAILWAY

Ammonoosuc River

Ammonoosuc Ravine Trail

Franklin Brook

BASE STATION ROAD

CHANDLER PURCHASE

THOMPSON AND MESERVE PURCHASE

SARGENTS PURCHASE

500' N.H. Department of Transportation Easement

MATCH TO SHEET 2

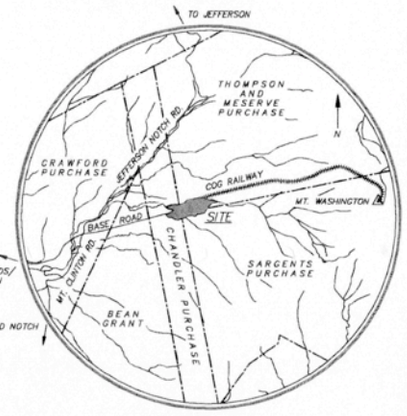
approx. original boundaries of Tract 14, Exception 2 per Plan Ref. 1

## CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA | CHORD |
|---|---|---|---|---|
| C1 | 250.01' | 880.83' | 16°15'44" | N86°19'43"E 249.17' |
| C2 | 287.08' | 1125.26' | 14°37'03" | S78°14'16"E 286.30' |
| C3 | 211.45' | 259.75' | 46°38'28" | N85°45'02"E 205.66' |
| C4 | 171.15' | 210.25' | 46°38'28" | S85°45'02"W 166.46' |
| C5 | 299.70' | 1174.74' | 14°37'03" | N78°14'15"W 298.89' |
| C6 | 101.91' | 930.33' | 6°16'35" | N88°40'42"W 101.86' |

## LINE TABLE

| LINE | BEARING | LENGTH |
|---|---|---|
| L1 | S85°32'25"E | 24.17' |
| L2 | S85°32'25"E | 90.36' |
| L3 | S70°55'44"E | 209.79' |
| L4 | N62°25'48"E | 26.14' |
| L5 | N11°57'16"W | 51.40' |
| L6 | S62°25'48"W | 39.98' |
| L7 | N70°55'44"W | 209.79' |
| L8 | N85°32'25"W | 114.53' |




Vicinity Map
SCALE: 1"=1 mile
Source: NH GRANIT Database

I hereby certify that this map and survey has been made under my supervision. The date of survey was Oct.-Nov. 2019 and Aug.-Dec. 2024.

Licensed Land Surveyor — Date

This plan shows a conveyance of land for the purpose of lot line adjustment and was approved by the Coös County Planning Board at an official meeting held on _____. This approval does not constitute a subdivision. The property conveyed as a result of this lot line adjustment shall not be deemed or considered a separate lot of record, but shall, upon recording of this plan along with a deed executing the conveyance shown, be regarded as merged into and made an integral part of the contiguous lot previously owned by the grantee(s) so that the same shall hereafter be one confirmed single lot of record.

Chairman or Clerk, Coos County Planning Board — Date

This survey was made as part of the White Mountain National Forest Management Program.

Forest Supervisor — Date

80 0 80 160 320 ft.
16 0 40 80 m

1 inch = 80 feet
( 1 : 960 )

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| No. | Revision | DATE | BY |
|---|---|---|---|
| | | | |

# Boundary-Line Adjustment Plan

between the properties of

**Mt. Washington Railway Company**

and

**United States of America**

located in

**Thompson and Meserve Purchase, Chandler Purchase and Sargents Purchase, New Hampshire**

T.L. 1605/7 & 10
Mt. Washington Railway Co.
3037 Base Station Road
Mt. Washington, NH 03589

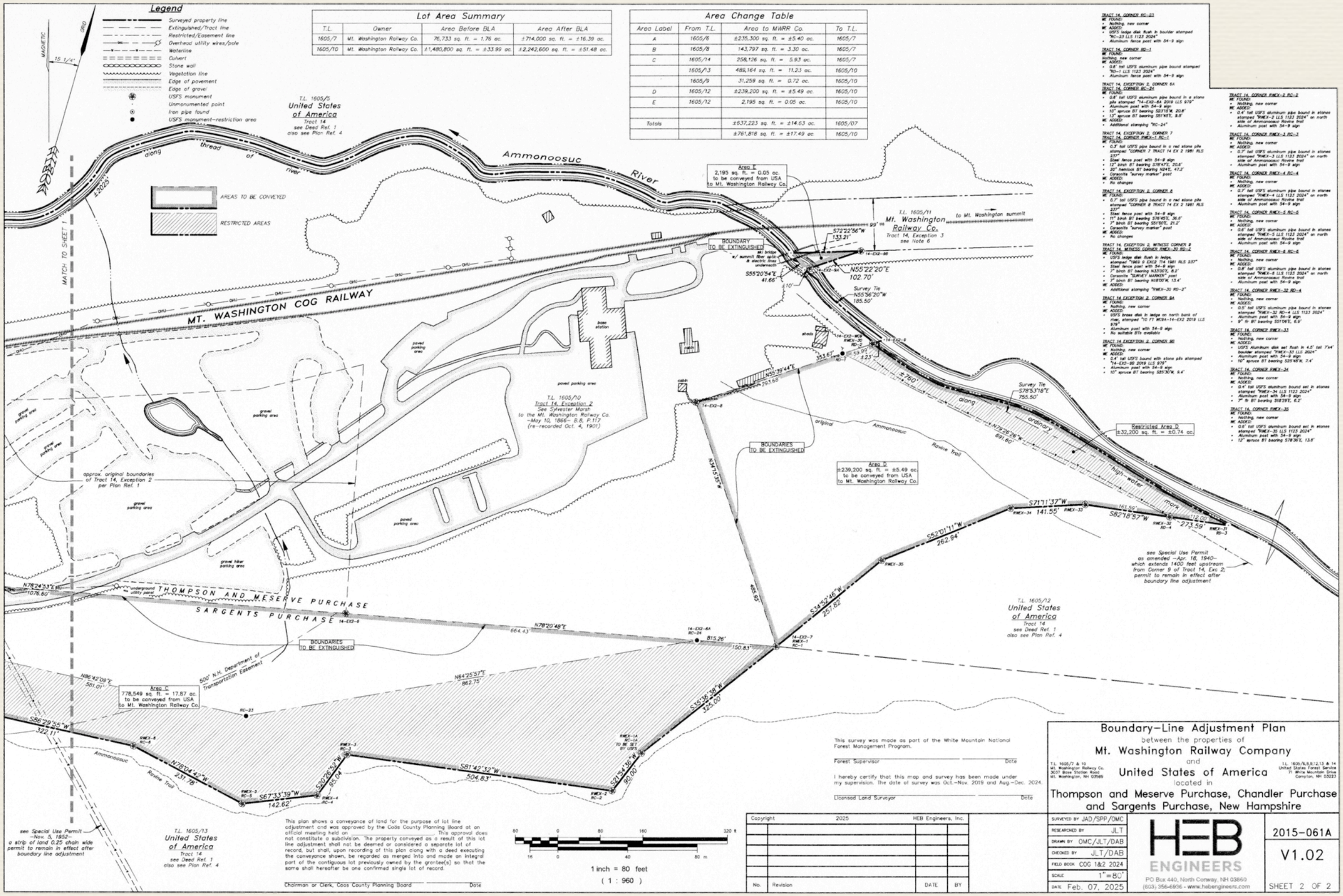
T.L. 1605/8,9,12,13 & 14
United States Forest Service
71 White Mountain Drive
Campton, NH 03223

| | |
|---|---|
| SURVEYED BY | JAD/SPP/OMC |
| RESEARCHED BY | JLT |
| DRAWN BY | OMC/JLT/DAB |
| CHECKED BY | JLT/DAB |
| FIELD BOOK | COG 1&2 2024 |
| SCALE | 1"=80' |
| DATE | Feb. 07, 2025 |

HEB ENGINEERS
PO Box 440, North Conway, NH 03860
(603) 356-6936 - www.hebengineers.com

2015-061A
V1.01
SHEET 1 OF 2

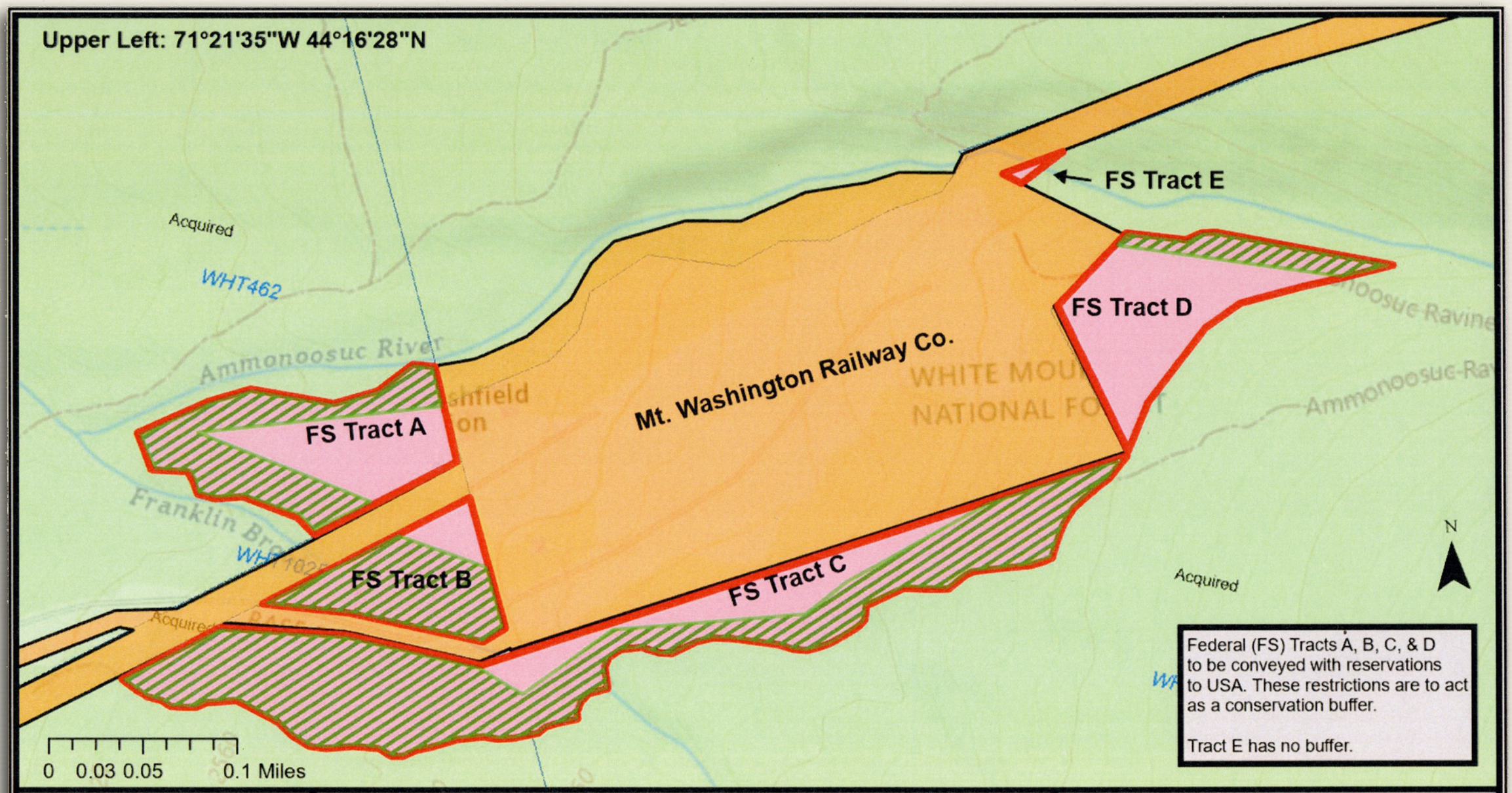
# New Eastern Land Boundaries - April 2025




2015-061A
Boundary–Line Adjustment Plan
Mt. Washington Railway Company

V1.02
SHEET 2 OF 2

827




**Vicinity Map**




**References**

USA Contiguous Albers Equal Area Conic
USGS Coordinate System

**Disclaimer**

The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.

Creation of this map does not indicate USDA support of this proposal. This represents USDA technical assistance only. These documents remain congressional records in their entirety, even after the completion of the proposed map, and are not USDA records under the Freedom of Information Act (FOIA) or any other law. If USDA receives any request or demand for access to these records under the FOIA or any other authority, USDA will immediately notify the Committee and will respond to the request or demand based upon the understanding that these are congressional, not USDA, records.

Legend

- Mt Wash RR Existing Ownership
- Conservation Buffer on Federal Lands
- Federal Parcels
- Administrative Forest Boundary - Regional Extent
- Wilderness

Surface Ownership

STATUS

- Acquired

**Mt. Washington Railway Co. Land Exchange Federal Parcels**

Preliminary Map
5 federal tracts totaling ±32.53 acres

Thompson and Meserve Purchase, Chandler Purchase, and Sargents Purchase, Coos County, NH

U.S. Forest Service - Region 9
White Mountain National Forest
U.S. Congressional District 2

Copies of this map are available for public inspection in the Office of the Regional Forester Eastern Region, Milwaukee, WI

Map Publication Date:
29-10-2024 \ Version 3

# New Western Zoning Boundaries - October 2025

#5038

Plan # 5038 04/17/2025 10:20:00 A
Register of Deeds, Coos County Page 1 of 2

## Deed References:

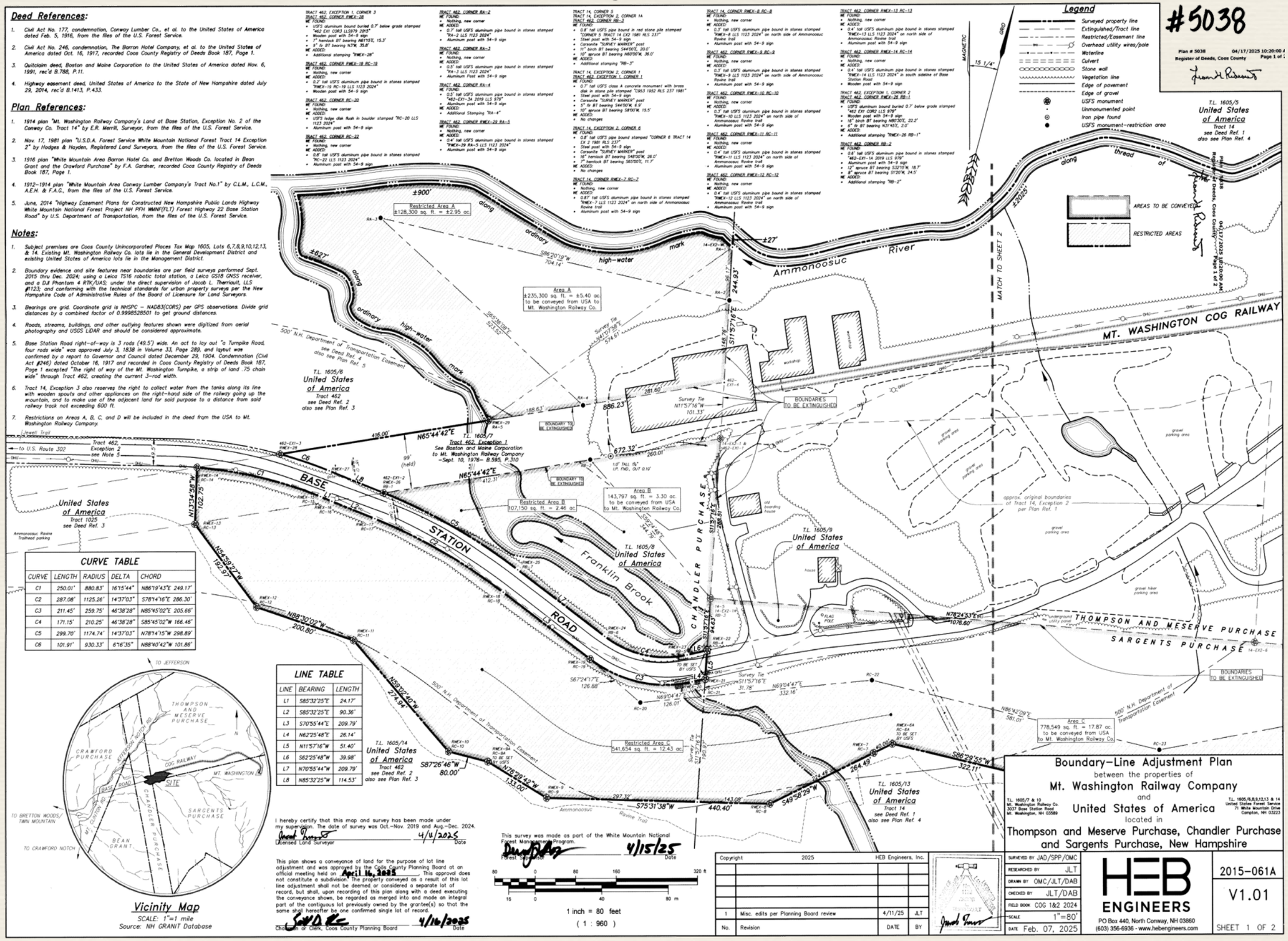
1. Civil Act No. 177, condemnation, Conway Lumber Co., et al. to the United States of America dated Feb. 5, 1916, from the files of the U.S. Forest Service.
2. Civil Act No. 246, condemnation, The Barron Hotel Company, et al. to the United States of America dated Oct. 16, 1917, recorded Coos County Registry of Deeds Book 187, Page 1.
3. Quitclaim deed, Boston and Maine Corporation to the United States of America dated Nov. 6, 1991, rec'd B.788, P.11.
4. Highway easement deed, United States of America to the State of New Hampshire dated July 29, 2014, rec'd B.1413, P.433.

## Plan References:

1. 1914 plan "Mt. Washington Railway Company's Land at Base Station, Exception No. 2 of the Conway Co. Tract 14" by E.R. Merrill, Surveyor, from the files of the U.S. Forest Service.
2. Nov. 17, 1981 plan "U.S.D.A. Forest Service White Mountain National Forest Tract 14 Exception 2" by Hodges & Hayden, Registered Land Surveyors, from the files of the U.S. Forest Service.
3. 1916 plan "White Mountain Area Barron Hotel Co. and Bretton Woods Co. located in Bean Grant and the Crawford Purchase" by F.A. Gardner, recorded Coos County Registry of Deeds Book 187, Page 1.
4. 1912–1914 plan "White Mountain Area Conway Lumber Company's Tract No.1" by C.L.M., L.C.M., A.E.H. & F.A.G., from the files of the U.S. Forest Service.
5. June, 2014 "Highway Easement Plans for Constructed New Hampshire Public Lands Highway White Mountain National Forest Project NH PFH WMNF(FLT) Forest Highway 22 Base Station Road" by U.S. Department of Transportation, from the files of the U.S. Forest Service.

## Notes:

1. Subject premises are Coos County Unincorporated Places Tax Map 1605, Lots 6,7,8,9,10,12,13, & 14. Existing Mt. Washington Railway Co. lots lie in the General Development District and existing United States of America lots lie in the Management District.
2. Boundary evidence and site features near boundaries are per field surveys performed Sept. 2015 thru Dec. 2024; using a Leica TS16 robotic total station, a Leica GS18 GNSS receiver, and a DJI Phantom 4 RTK/UAS; under the direct supervision of Jacob L. Therriault, LLS #1123; and conforming with the technical standards for urban property surveys per the New Hampshire Code of Administrative Rules of the Board of Licensure for Land Surveyors.
3. Bearings are grid. Coordinate grid is NHSPC – NAD83(CORS) per GPS observations. Divide grid distances by a combined factor of 0.9998528501 to get ground distances.
4. Roads, streams, buildings, and other outlying features shown were digitized from aerial photography and USGS LiDAR and should be considered approximate.
5. Base Station Road right-of-way is 3 rods (49.5') wide. An act to lay out "a Turnpike Road, four rods wide" was approved July 3, 1838 in Volume 33, Page 289, and layout was confirmed by a report to Governor and Council dated December 29, 1904. Condemnation (Civil Act #246) dated October 16, 1917 and recorded in Coos County Registry of Deeds Book 187, Page 1 excepted "The right of way of the Mt. Washington Turnpike, a strip of land .75 chain wide" through Tract 462, creating the current 3-rod width.
6. Tract 14, Exception 3 also reserves the right to collect water from the tanks along its line with wooden spouts and other appliances on the right-hand side of the railway going up the mountain, and to make use of the adjacent land for said purpose to a distance from said railway track not exceeding 600 ft.
7. Restrictions on Areas A, B, C, and D will be included in the deed from the USA to Mt. Washington Railway Company.




### CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA | CHORD |
|---|---|---|---|---|
| C1 | 250.01' | 880.83' | 16°15'44" | N86°19'43"E 249.17' |
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| C3 | 211.45' | 259.75' | 46°38'28" | N85°45'02"E 205.66' |
| C4 | 171.15' | 210.25' | 46°38'28" | S85°45'02"W 166.46' |
| C5 | 299.70' | 1174.74' | 14°37'03" | N78°14'15"W 298.89' |
| C6 | 101.91' | 930.33' | 6°16'35" | N88°40'42"W 101.86' |

### LINE TABLE

| LINE | BEARING | LENGTH |
|---|---|---|
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| L2 | S85°32'25"E | 90.36' |
| L3 | S70°55'44"E | 209.79' |
| L4 | N62°25'48"E | 26.14' |
| L5 | N11°57'16"W | 51.40' |
| L6 | S62°25'48"W | 39.98' |
| L7 | N70°55'44"W | 209.79' |
| L8 | N85°32'25"W | 114.53' |




Vicinity Map
SCALE: 1"=1 mile
Source: NH GRANIT Database

I hereby certify that this map and survey has been made under my supervision. The date of survey was Oct.–Nov. 2019 and Aug.–Dec. 2024.
Licensed Land Surveyor — 4/6/2025 Date

This plan shows a conveyance of land for the purpose of lot line adjustment and was approved by the Coos County Planning Board at an official meeting held on April 16, 2025. This approval does not constitute a subdivision. The property conveyed as a result of this lot line adjustment shall not be deemed or considered a separate lot of record, but shall, upon recording of this plan along with a deed executing the conveyance shown, be regarded as merged into and made an integral part of the contiguous lot previously owned by the grantee(s) so that the same shall hereafter be one confirmed single lot of record.
Chairman or Clerk, Coos County Planning Board — 4/16/2025 Date

This survey was made as part of the White Mountain National Forest Management Program.
Forest Supervisor — 4/15/25 Date

80 0 80 160 320 ft
16 0 40 80 m
1 inch = 80 feet
( 1 : 960 )

| Copyright | 2025 | HEB Engineers, Inc. | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| 1 | Misc. edits per Planning Board review | 4/11/25 | JLT |
| No. | Revision | DATE | BY |

SURVEYED BY JAD/SPP/OMC
RESEARCHED BY JLT
DRAWN BY OMC/JLT/DAB
CHECKED BY JLT/DAB
FIELD BOOK COG 1&2 2024
SCALE 1"=80'
DATE Feb. 07, 2025

# Boundary–Line Adjustment Plan
between the properties of
Mt. Washington Railway Company
and
United States of America
located in
Thompson and Meserve Purchase, Chandler Purchase and Sargents Purchase, New Hampshire

T.L. 1605/7 & 10
Mt. Washington Railway Co.
3037 Base Station Road
Mt. Washington, NH 03589

T.L. 1605/5,6,8,9,12,13 & 14
United States Forest Service
71 White Mountain Drive
Compton, NH 03223

HEB ENGINEERS
PO Box 440, North Conway, NH 03860
(603) 356-6936 - www.hebengineers.com

2015–061A
V1.01
SHEET 1 OF 2

2015–061A
Boundary–Line Adjustment Plan
Mt. Washington Railway Company

V1.01
SHEET 1 OF 2

# New Eastern Zonng Boundaries - October 2025

#5038
SH 2

V1.02
SHEET 2 OF 2

2015-061A
Boundary-Line Adjustment Plan
Mt. Washington Railway Company

830

| Lot Area Summary | | | |
|---|---|---|---|
| T.L. | Owner | Area Before BLA | Area After BLA |
| 1605/7 | Mt. Washington Railway Co. | 76,733 sq. ft. = 1.76 ac. | ±714,000 sq. ft. = ±16.39 ac. |
| 1605/10 | Mt. Washington Railway Co. | ±1,480,800 sq. ft. = ±33.99 ac. | ±2,242,600 sq. ft. = ±51.48 ac. |

| Area Change Table | | | |
|---|---|---|---|
| Area Label | From T.L. | Area to MWRR Co. | To T.L. |
| A | 1605/8 | ±235,300 sq. ft. = ±5.40 ac. | 1605/7 |
| B | 1605/8 | 143,797 sq. ft. = 3.30 ac. | 1605/7 |
| C | 1605/14 | 258,126 sq. ft. = 5.93 ac. | 1605/7 |
| | 1605/13 | 489,164 sq. ft. = 11.23 ac. | 1605/10 |
| | 1605/9 | 31,259 sq. ft. = 0.72 ac. | 1605/10 |
| D | 1605/12 | ±239,200 sq. ft. = ±5.49 ac. | 1605/10 |
| E | 1605/12 | 2,195 sq. ft. = 0.05 ac. | 1605/10 |
| | | | |
| Totals | | ±637,223 sq. ft. = ±14.63 ac. | 1605/07 |
| | | ±761,818 sq. ft. = ±17.49 ac. | 1605/10 |

Legend
- Surveyed property line
- Extinguished/Tract line
- Restricted/Easement line
- Overhead utility wires/pole
- Waterline
- Culvert
- Stone wall
- Vegetation line
- Edge of pavement
- Edge of gravel
- USFS monument
- Unmonumented point
- Iron pipe found
- USFS monument-restriction area

MAGNETIC / GRID / 15 1/4°

T.L. 1605/5
United States of America
Tract 14
see Deed Ref. 1
also see Plan Ref. 4

Ammonoosuc River

along thread of river ±2025'

AREAS TO BE CONVEYED
RESTRICTED AREAS

MATCH TO SHEET 1

MT. WASHINGTON COG RAILWAY

Area 'E'
2,195 sq. ft. = 0.05 ac.
to be conveyed from USA
to Mt. Washington Railway Co.

T.L. 1605/11
Mt. Washington Railway Co.
Tract 14, Exception 3
see Note 6
to Mt. Washington summit

99' ±

S72°22'56"W
133.21'

BOUNDARY TO BE EXTINGUISHED
ski bridge
w/ summit fiber optics & electric lines underneath

S55°20'54"E
41.66'

14-EX2-9B
14-EX2-9A
N55°22'20"E
102.70'
±10'

Survey Tie
N55°56'20"W
185.50'

14-EX2-9
14-EX2-8
RMEX-30
RD-2
59.98'
±23'
353.67'
RD-1

N53°39'44"E
293.68'

±780' along ordinary high-water mark

Survey Tie
S78°53'18"E
755.50'

Restricted Area D
±32,200 sq. ft. = ±0.74 ac.

BOUNDARIES TO BE EXTINGUISHED

original Ammonoosuc Ravine Trail

Area 'D'
±239,200 sq. ft. = ±5.49 ac.
to be conveyed from USA
to Mt. Washington Railway Co.

N34°15'55"W
485.95'

N71°26'06"W
691.60'

S71°11'37"W
141.55'
RMEX-34
RMEX-33

S82°18'57"W
161.59'
112.00'
273.59'
RMEX-32
RD-4
RMEX-31
RD-3

S52°01'11"W
262.94'
RMEX-35

see Special Use Permit as amended ~Apr. 18, 1940~ which extends 1400 feet upstream from Corner 9 of Tract 14, Exc 2; permit to remain in effect after boundary line adjustment

S34°57'46"W
257.82'

T.L. 1605/12
United States of America
Tract 14
see Deed Ref. 1
also see Plan Ref. 4

S35°36'38"W
325.00'

14-EX2-7
RMEX-1
RC-1

14-EX2-6A
RC-24
815.26'
150.83'

N78°20'48"E
664.43'

BOUNDARIES TO BE EXTINGUISHED

500' N.H. Department of Transportation Easement

N64°25'57"E
862.75'

N86°42'09"E
381.01'

Area 'C'
778,549 sq. ft. = 17.87 ac.
to be conveyed from USA
to Mt. Washington Railway Co.

RC-23

S86°29'55"W
322.11'

RMEX-6
RC-6

N78°04'42"W
231.78'

Ammonoosuc Ravine Trail

RMEX-5
RC-5
S67°33'39"W
142.62'

RMEX-4
RC-4
S20°26'32"W
95.04'

RMEX-3
RC-3

S81°42'32"W
504.83'

RMEX-2
RC-2
S21°54'38"W
90.00'

RMEX-1A
RC-1A
TO BE SET BY USFS

N78°24'33"E
1076.60'

underground utility zone

THOMPSON AND MESERVE PURCHASE
SARGENTS PURCHASE

14-EX2-6

approx. original boundaries of Tract 14, Exception 2 per Plan Ref. 1

gravel parking area
paved parking area
base station
cabin
shed
gravel hiker parking area

T.L. 1605/10
Tract 14, Exception 2
See Sylvester Marsh to the Mt. Washington Railway Co. ~May 10, 1866~ B.8, P.117 (re-recorded Oct. 4, 1901)

see Special Use Permit ~Nov. 5, 1952~ a strip of land 0.25 chain wide permit to remain in effect after boundary line adjustment

T.L. 1605/13
United States of America
Tract 14
see Deed Ref. 1
also see Plan Ref. 4

TRACT 14, CORNER RC-23
WE FOUND:
- Nothing, new corner

WE ADDED:
- USFS ledge disk flush in boulder stamped "RC-23 LLS 1123 2024"
- Aluminum fence post with 54-9 sign

TRACT 14, CORNER RD-1
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.6" tall USFS aluminum pipe bound stamped "RD-1 LLS 1123 2024"
- Aluminum fence post with 54-9 sign

TRACT 14, EXCEPTION 2, CORNER 6A
TRACT 14, CORNER RC-24
WE FOUND:
- 0.6" tall USFS aluminum pipe bound in a stone pile stamped "14-EX2-6A 2019 LLS 979"
- Aluminum post with 54-9 sign
- 10" spruce BT bearing S23°15'W, 20.8'
- 13" spruce BT bearing S51°45'E, 9.8'

WE ADDED:
- Additional stamping "RC-24"

TRACT 14, EXCEPTION 2, CORNER 7
TRACT 14, CORNER RMEX-1-RC-1
WE FOUND:
- 0.3" tall USFS pipe bound in a red stone pile stamped "CORNER 7 TRACT 14 EX 2 1981 RLS 237"
- Steel fence post with 54-9 sign
- 12" birch BT bearing S78°47'E, 20.6'
- 20" hemlock BT bearing N24°E, 47.2'
- Carsonite "survey marker" post

WE ADDED:
- No changes

TRACT 14, EXCEPTION 2, CORNER 8
WE FOUND:
- 0.7" tall USFS pipe bound in a red stone pile stamped "CORNER 8 TRACT 14 EX 2 1981 RLS 237"
- Steel fence post with 54-9 sign
- 11" birch BT bearing S76°45'E, 36.6'
- 7" birch BT bearing S51°00'E, 21.2'
- Carsonite "survey marker" post

WE ADDED:
- No changes

TRACT 14, EXCEPTION 2, WITNESS CORNER 9
TRACT 14, WITNESS CORNER RMEX-30 RD-2
WE FOUND:
- USFS ledge disk flush in ledge, stamped "1969 9 EX2 T14 1981 RLS 237"
- Steel fence post with 54-9 sign
- 7" birch BT bearing N33°00'E, 8.2'
- Carsonite "SURVEY MARKER" post
- 7" birch BT bearing N18°00'W, 13.4'

WE ADDED:
- Additional stamping "RMEX-30 RD-2"

TRACT 14 EXCEPTION 2, CORNER 9A
WE FOUND:
- Nothing, new corner

WE ADDED:
- USFS brass disk in ledge on north bank of river, stamped "10 FT WCSA-14-EX2 2019 LLS 979"
- Aluminum post with 54-9 sign
- No suitable BTs available

TRACT 14 EXCEPTION 2, CORNER 9B
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.4" tall USFS bound with stone pile stamped "14-EX2-9B 2019 LLS 979"
- Aluminum post with 54-9 sign
- 10" spruce BT bearing S25°45'W, 9.4'

TRACT 14, CORNER RMEX-2 RC-2
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.4" tall USFS aluminum pipe bound in stones stamped "RMEX-2 LLS 1123 2024" on north side of Ammonoosuc Ravine trail
- Aluminum post with 54-9 sign

TRACT 14, CORNER RMEX-3 RC-3
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.7" tall USFS aluminum pipe bound in stones stamped "RMEX-3 LLS 1123 2024" on north side of Ammonoosuc Ravine trail
- Aluminum post with 54-9 sign

TRACT 14, CORNER RMEX-4 RC-4
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.7" tall USFS aluminum pipe bound in stones stamped "RMEX-4 LLS 1123 2024" on north side of Ammonoosuc Ravine trail
- Aluminum post with 54-9 sign

TRACT 14, CORNER RMEX-5 RC-5
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.6" tall USFS aluminum pipe bound in stones stamped "RMEX-5 LLS 1123 2024" on north side of Ammonoosuc Ravine trail
- Aluminum post with 54-9 sign

TRACT 14, CORNER RMEX-6 RC-6
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.8" tall USFS aluminum pipe bound in stones stamped "RMEX-6 LLS 1123 2024" on north side of Ammonoosuc Ravine trail
- Aluminum post with 54-9 sign

TRACT 14, CORNER RMEX-32 RD-4
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.5" tall USFS aluminum pipe bound in stones stamped "RMEX-32 RD-4 LLS 1123 2024"
- Aluminum post with 54-9 sign
- 9" fir BT bearing S51°06'E, 6.9'

TRACT 14, CORNER RMEX-33
WE FOUND:
- Nothing, new corner

WE ADDED:
- USFS Aluminum disk set flush in 4.5' tall 7'x4' boulder stamped "RMEX-33 LLS 2024"
- Aluminum post with 54-9 sign
- 10" spruce BT bearing S25°45'W, 7.4'

TRACT 14, CORNER RMEX-34
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.4" tall USFS aluminum bound set in stones stamped "RMEX-34 LLS 1123 2024"
- Aluminum post with 54-9 sign
- 7" fir BT bearing S18°29'E, 6.2'

TRACT 14, CORNER RMEX-35
WE FOUND:
- Nothing, new corner

WE ADDED:
- 0.6" tall USFS aluminum bound set in stones stamped "RMEX-35 LLS 1123 2024"
- Aluminum post with 54-9 sign
- 12" spruce BT bearing S78°36'E, 13.8'

This plan shows a conveyance of land for the purpose of lot line adjustment and was approved by the Coös County Planning Board at an official meeting held on April 16, 2025. This approval does not constitute a subdivision. The property conveyed as a result of this lot line adjustment shall not be deemed or considered a separate lot of record, but shall, upon recording of this plan along with a deed executing the conveyance shown, be regarded as merged into and made an integral part of the contiguous lot previously owned by the grantee(s) so that the same shall hereafter become confirmed single lot of record.

Chairman or Clerk, Coos County Planning Board — Date 4/16/2025

80 0 80 160 320 ft
15 0 40 80 m
1 inch = 80 feet
( 1 : 960 )

This survey was made as part of the White Mountain National Forest Management Program.
Forest Supervisor — Date 4/15/25

I hereby certify that this map and survey has been made under my supervision. The date of survey was Oct.-Nov. 2019 and Aug.-Dec. 2024.
Licensed Land Surveyor — Date 4/11/2025

# Boundary-Line Adjustment Plan
between the properties of
## Mt. Washington Railway Company
and
## United States of America
located in
## Thompson and Meserve Purchase, Chandler Purchase and Sargents Purchase, New Hampshire

T.L. 1605/7 & 10
Mt. Washington Railway Co.
3037 Base Station Road
Mt. Washington, NH 03589

T.L. 1605/8,9,8,12,13 & 14
United States Forest Service
71 White Mountain Drive
Campton, NH 03223

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| No. | Revision | DATE | BY |
|---|---|---|---|
| 1 | Misc. edits per Planning Board review | 4/11/25 | JLT |

| | |
|---|---|
| SURVEYED BY | JAD/SPP/OMC |
| RESEARCHED BY | JLT |
| DRAWN BY | OMC/JLT/DAB |
| CHECKED BY | JLT/DAB |
| FIELD BOOK | COG 1&2 2024 |
| SCALE | 1"=80' |
| DATE | Feb. 07, 2025 |

HEB ENGINEERS
PO Box 440, North Conway, NH 03860
(603) 356-6936 - www.hebengineers.com

2015-061A
V1.02
SHEET 2 OF 2

# *"But wait, Will there be More...?"*

***Sunset Edition:*** You are reading one of the final versions of *The Jitney Years* manuscript. The "Sunset Special" was the last train up the mountain. This is an online update to the March 2021 document posted in an effort to collect additional Cog employee names, information and stories. As 2025 moves to its halfway point, *The Jitney Years* project continues to prepare a last run up the mountain before committing to a final print-out of the manuscript. This continues to be a "last call" for any information that should be included in that print-out.

If you or your relatives worked on the Cog Railway, please contact Jitney Jr. so he might include your family's mountain tales in this manuscript.

And if you would like to receive notification when newer versions of the manuscript are posted, please contact Jitney Jr. at the following email address:

jitneyjr@gmail.com

OR via USPS at:

Tim Lewis
P.O. Box 267
Danville, VT 05828

